

AGREEMENT FOR SALE

...2/-

This **AGREEMENT FOR SALE** is made and executed on this ____ day of ____ 2023, at _____, _____.

BETWEEN:

M/S. _____, a private limited company duly registered under the Indian Companies Act, 1956, having its registered office at _____, _____, _____, _____, _____, having Pan Card No. _____ duly represented herein by its Director **MR.** _____, Son of _____, ___ years of age, _____, _____, ___ National, having Pan Card bearing No. _____ and Aadhaar Card bearing No. _____, Contact No. _____, _____ resident of H.No. _____; vide Resolution dated _____; hereinafter referred to as the **"PROMOTER/OWNER/VENDOR"**, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its, Directors, successors, executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**.

AND

MRS. _____ **alias** _____, Daughter of _____ and wife of -----, --- years of age, _____, _____, _____ National, having Pan Card bearing No. _____ and Aadhaar Card bearing No. _____, Contact No. _____, resident of H.No. _____; hereinafter referred to as the **"ALLOTTEE"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to include her executors, administrators, nominees, legal representatives and/or assigns) **OF THE SECOND PART**.

WHEREAS THERE EXIST THE FOLLOWING IMMOVABLE PROPERTIES;

- a) All that Immovable property, **admeasuring 5,287 square meters, Presently surveyed under P.T. Sheet No. 30 of Chalta No. 30/3 of City Survey Mapusa**, situated at Karaswada, Mapusa, Bardez- Goa, with the jurisdiction of City Survey Mapusa, Taluka and Sub- District of Bardez, District of North Goa, State of Goa, which property is found described in the Land Registration office of Bardez, under No.32482 of Book B 83, enrolled in the Taluka Revenue office, under Matriz No. 1807, surveyed under Old Cadastral Survey No.649(part), The same is more particularly described in the Schedule I hereto (hereinafter for the sake of brevity referred to as "The said **FIRST PROPERTY**");
- b) All that Immovable property known as "**ZAMBULGALI**" alias "**ZAMBULGALICHEM BATA**", situated at Pedem, within the jurisdiction of Mapusa Municipal area, Sub-District of Bardez, North Goa District, State of Goa, **Surveyed under Old Cadastral Survey No.604, presently Surveyed in the City Survey of Mapusa under Chalta No. 29/42, P.T. Sheet No. 30, admeasuring an area of 1613 Sq.mts**, the same is more particularly described in the Schedule II hereunder written and same is hereinafter referred to as "**SECOND PROPERTY**" for the sake of brevity.

WHEREAS the FIRST PROPERTY was earlier forming part of a larger property known as "**ZAMBUGALE**" and was allotted to Mr. Joao Caitano Piedade de Souza and his wife Iquer Eugenia Zuzarte e Souza also known as Iquer Zuzarte e Souza, in an partition done between them and their brothers/brother- in- law, Jose Joao Francisco Sales de Souza also known as Francisco de Sales e Souza and his wife Smt.

Ana Claudina Isabel Palha. The larger property is hereinafter referred to as the "**ORIGINAL PROPERTY**".

WHEREAS based on the above partition deed the "**ORIGINAL PROPERTY**" came to be inscribed under Inscription Certificate No. 25959, and the entire property came to be described under No. 32481 and stood allotted to Mr. Joao Caitano Piedade de Souza and his wife Iquer Eugenia Zuzarte e Souza @ Iquer Zuzartee Souza.

WHEREAS as per the Registo Agrimensor of the ORIGINAL property was bearing Survey No. 649 and 662, the original property stands registered in the name of Mr. Francisco de Sales de Souza and Joan Caitano Piedade de Souza, both sons of Cosme Caridade de Souza and Anna Maria Carrasco.

WHEREAS vide deed of sale dated 15th December 1996, registered under No. 708, of Book No. 1, Vol 12, at page 193 to 196, said Mr. Joao Caitano Piedade de Souza and his wife Iquer Eugenia Zuzarte e Souza @ Iquer Zuzartee Souza sold the original property described under No. 32481, bearing Old Cadastral Survey No. 649, 662 and one more property bearing old cadastral No. 571 in equal proportion to Mr. Govind Tucaram Corgaonkar and his wife Kamlabai G. Korgaonkar and Mr. Ananta Tucaram Corgaonkar and his wife Mrs. Sobodri Ananta Corgaonkar.

WHEREAS vide Deed of Sale, dated 1972, registered under No. 5785 of Book No. 1, Vol. 62, dated 14/09/1972, a portion of the original property admeasuring an area of 4952 Sq.mts was sold jointly by executing separate Deeds of Sale, in favour of Lal Bahaddur Housing Society, the said portion constitutes Old Cadastral Survey No. 662, which corresponds to Chalta No.9 and same has been sub divided into various plots under 9(1) to (12) of P.T. Sheet No. 36 as per Form D .

WHEREAS vide Deed of Sale of 1972, the said Ananta Tukaram Korgaonkar and his wife, sold their remaining entire share in the original property known as "**ZAMBUGALE**" i.e. Western Side of the original property and Northern Side of the property known as "**SANTINICHI ORI**" bearing cadastral No.571. Therefore, by virtue of the above Deed of sale, the said Govind T. Korgaonkar and his wife Kamlabai G. Korgaonkar became the absolute owners in possession of the original property bearing Old Cadastral Survey No. 649 and the property bearing old cadastral No.571.

WHEREAS vide Deed of Sale, dated 30th April 1984, executed by Govind Korgaonkar and his wife Kamlabai G. Korgaonkar in favour of Leo Peter Pinho and Deed of Sale, dated 1/12/1984, executed by Govind Korgaonkar and his wife Kamlabai G. Korgaonkar in favour of Shri. Piedade Pinho, an area of 2000 Sq. mts was sold to Piedade Pinho and the same came to partitioned and was allotted separate Survey No. 24-A of P.T. Sheet No. 37 and thereafter an area of 2000 Sq. mts was sold to Shri. Leo Peter Pinho inclusive of 175 Sq. mts meant for access showing the said area as 2175 in the record of right Surveyed under Chalta No. 24 of P.T. Sheet No. 37 of city survey Mapusa.

WHEREAS Mr. Govind Korgaonkar and his wife Kamlabai G. Korgaonkar were left with the remaining portion of the said original property admeasuring 5,287 Sq. mts surveyed under Old Cadastral Survey No. 649 which corresponds to P.T. Sheet No. 30 of Chalta No. 30/3, of city survey Mapusa.

WHEREAS in view of above Mr. Govind Korgaonkar and his wife Kamlabai G. Korgaonkar became the absolute owners of the FIRST PROPERTY admeasuring 5,287 Sq. mts surveyed under Old Cadastral Survey No. 649(part) which corresponds to P.T. Sheet No. 30 of Chalta No. 30/3, of city survey Mapusa.

WHEREAS Mr. Govind Korgaonkar was married to Kamlabai G. Korgaonkar, That out of their marriage they had no issues.

WHEREAS Mr.Govind Korgaonkar expired on 1/3/1999, without any Ascendants or Descendants, leaving behind his widow Kamlabai G. Korgaonkar as his moiety holder, and also leaving behind a will in her favour, dated 12/9/1997, drawn at pages 95 reverse onwards, of Book No.201, in the office of Civil Registrar cum Sub-Registrar and Notary Ex-officio of Bardez.

WHEREAS upon the death of Govind T. Korgaonkar his widow Kamlabai G. Korgaonkar hereinabove initiated an Inventory Proceeding, before the Civil judge senior division Mapusa bearing Inventory Proceeding No. 165/99.

WHEREAS in the inventory proceedings the said property was enlisted at item No. 2 and Pursuant to the will and the final order passed by the Honourable court dated 18th July 2000, the first property came to be allotted to Kamlabai G. Korgaonkar.

WHEREAS said Kamlabai G. Korgaonkar thus became the absolute owner in exclusive possession of the first property bearing P.T. Sheet No.30 of Chalta No. 30/3 of city survey Mapusa having Old Cadastral Survey No. 649(part) of Mapusa City and accordingly, name of Kamlabai G. Korgaonkar is recorded in the occupant's column in the D Form with respect to the FIRST PROPERTY.

WHEREAS the SECOND PROPERTY belonged to one Mr. Alexander Miguel Santan Domingos Simao de Scruza, son of Vincente de Souza and his wife Mrs. Louzia Isidora Emilia de Mello, daughter of Caitan de Mello, both originally resident of Anjuna, Bardez Goa.

WHEREAS the Mr. Alexander Miguel Santan Domingos Simao de Scruza, son of Vincente de Souza and his wife Mrs. Louzia Isidora Emilia de Mello, by virtue of Instrument of Gift, dated 27th December 1968, registered at the Office of Sub-Registrar of Bardez, under Registration No. 2288, filed in Book No.1, Volume No. 28 at pages 355 to 358, dated 30/12/1968, gifted the second property to Mrs. Elueteria Felicidade de Mello and her husband late Mr. Jose Maria de Sa, son of Caridade de Sa, who accepted the gift of the "**SECOND PROPERTY**".

WHEREAS by Judgment and order, dated 28th May 1987, the Enquiry Officer of City Survey Mapusa, the possession of the second property was confirmed by the City Survey Mapusa in favour of the Mrs. Elueteria Felicidade de Mello, being the sole owner in possession of the second property.

WHEREAS husband of Elueteria Felicidade de Mello expired, leaving behind Smt. Elueteria Felicidade de Mello as her widow and half sharer and the following children's as his only heirs and successors.

- a) Miss. Cynthia D'sa, spinster, service.
- b) Mr. Charles Andrew Esmael Desa, service, married to Mrs. Domnica Florentine Marcelina Desa alias Rodrigues.
- c) Mr. Carlyn Stephen Gregory Desa, service, married to Mrs. Mafalda Anne Rita Desa alias Fernandes.

WHEREAS by deed of sale dated 24/05/2012, the said Elueteria D'sa @ Eleuteria Felecidade Desa @ Eleuteria Felecidade De Mello, i.e. daughter of late Caetan D' Mello and widow of Jose Maria D'sa and her children's Miss. Cynthia D'sa, Mr. Charles Andrew Esmael Desa, Mrs. Domnica Florentine Marcelina Desa alias Rodrigues. Mr. Carlyn Stephen Gregory Desa, Mrs. Mafalda Anne Rita Desa alias Fernandes sold the second property to Mr. Prabhakar Dattaram Bhaidkar.

WHEREAS by virtue of above the said Mr. Prabhakar Dattaram Bhaidkar and his wife namely MRS. PRAMILA PRABHAKAR BHAIKAR, became the absolute owners in exclusive possession of the SECOND PROPERTY.

WHEREAS Mr. Prabhakar no. BRZ-1-450-2021, dated 02/02/2021, gifted the second property to SMT. KAMALABAI GOVIND KORGAONKAR.

WHEREAS in view of above SMT. KAMALABAI GOVIND KORGAONKAR became the exclusive owner and is in lawful possession of the **FIRST** and the **SECOND PROPERTY**.

WHEREAS both the above properties (FIRST AND SECOND) are, hereinafter jointly referred to as the "**SAID PROPERTIES**" and more particularly described in SCHEDULE I and II hereunder written.

WHEREAS SMT. KAMALABAI GOVIND KORGAONKAR during her life time by virtue of Adoption Deed dated 16th March 2000 registered before sub registrar of Bardez Under registration No 656 at pages Nil Book No 1 Volume 724 dated 31st March 2000 adopted Mr. Nanda Govind Korgaonkar alias Nanda P Bhaidkar as her son.

WHEREAS Smt. Kamlabai G. Korgaonkar and the Mr. Nanda Govind Korgaonkar alias Nanda P Bhaidkar along with his wife Mrs. Megha Nanda Bhaidkar entered into an Agreement for Development and Sale, dated 12th February 2021, registered before Sub Registrar of Bardez, under Book – 1, Document, Registration no.BRZ-1-625-2021, dated 12/2/2021 with the DEVELOPER/ OWNER and agreed and permitted the promoter develop and sell said properties and in lieu of the same the promoter agreed to construct and allot to the owners Apartment/s having total built up area of 1175 sq.mts, in the building/s to be constructed in the SAID PROPERTIES.

The above SAID PROPERTIES are described in schedule I & II and hereinafter referred to as "**THE PROJECT LAND**".

WHEREAS the said Smt. Kamlabai G. Korgaonkar, expired on 20/05/2021 at Mapusa, without leaving behind any Descendant , Ascendants or Collaterals, leaving behind a will dated 11/05/1999 in favour of her adopted Son, namely Mr. Nanda Prabhakar Bhaidkar alias Nanda Bhaidkar married to Mrs. Megha Nanda Bhaidkar.

WHEREAS upon the death of Smt. Kamlabai G. Korgaonkar her son namely **MR. NANDA PRABHAKAR BHAIKAR** alias **NANDA BHAIKAR** had initiated a Inventory Proceedings in the Court of Civil Judge Senior Division at Mapusa, under Inventory Proceedings No.389/2021/D.

WHEREAS in the above Inventory Proceedings the said properties came to be listed at item No.III and item No.V in the list of asset and the said properties came to be allotted to Mr. Nanda Prabhakar Bhaidkar alias Nanda Bhaidkar Mrs. Megha Nanda Bhaidkar and same is confirmed by order, dated 27/1/2022 passed by in the court of Civil Judge Junior Division at Mapusa- Goa.

WHEREAS by Agreement for Development and Sale, dated 12th February 2021, the possession of the said properties was already handed over to the Developers for the purpose of development.

WHEREAS by Agreement for Development and Sale, dated 12th February 2021, registered before Sub Registrar of Bardez, under Book - 1, Document, Registration no.BRZ-1-625-2021, dated 12/2/2021, the owners have granted to the promoter/developer, development rights to the SAID PROPERTIES fully described in schedule I and II hereinunder (hereinafter referred to as the **PROJECT LAND**)

WHEREAS the Promoter/owner is constructing on the said properties building project which shall be known and hereinafter be referred to as "**AMOUR**".

WHEREAS the Promoters/Owner have obtained the following permissions/Approvals:

- a) Sanad for conversion dated 5/1/2021 from the office of the Additional Collector - III, North Goa District, Mapusa, Bardez - Goa, bearing No.4/114/CNV/ACIII/2020/181, dated 5/1/2021.
- b) Sanad for conversion dated 5/2/2021 from the office of Additional Collector - III, North Goa District, Mapusa, Bardez - Goa, bearing no.4/115/CNV/ACIII/2020/182, dated 5/2/2021.

- c) Construction License issued by Mapusa Municipal Council, Mapusa, Bardez – Goa, bearing No.17, dated 12/10/2021.
- d) Order issued by North Goa Planning & Development Authority, Panaji – Goa, bearing Ref No.NGPDA/M/1841/2973/2021, dated 10/03/2021.
- e) Provision NOC issued by Directorate of Fire & Emergency Services, Panaji – Goa, bearing File No.DFES/FP/HB/121/21-22/60, dated 21/5/2021.
- f) Consent issued by Goa State Pollution Control Board, Saligao, Bardez – Goa, bearing No.12/2021-PCB/866541/G0006938, dated 21/05/2021.
- g) NOC issued by Office of Sub – Divisional Engineer Electricity Department, Sub Division I (U), Mapusa, Bardez – Goa, bearing No.AE-I(U)/O&M/2021-22/Tech-40/116, dated 20/04/2021.
- h) Provisional NOC issued by Directorate of Health Services, Urban Health Centre, Mapusa, Bardez – Goa, bearing No.UHCM/NOC-Const./2021-22/336, dated 28/05/2021.
- i) Provisional NOC issued by office of the Assistant Engineer, Public Work Department, Mapusa, Bardez – Goa, bearing No.PWD/SDII/PHE-N/F.10/45/21-22, dated 29/04/2021.

WHEREAS after obtaining approval from the concerned Authorities the said Mr. Nanda Prabhakar Bhaidkar alias Nanda Bhaidkar and Mrs. Megha Nanda Bhaidkar sold the **Said Properties** described in **Schedule I & II** hereinunder to **M/S. GOLDENDUNES INFRA TECH PRIVATE LIMITED** i.e. Vendor herein above, vide Deed of Sale, dated 13/09/2022, registered before Sub Registrar of Bardez, under Book -1 Document, Registration No.BRZ-1-4049-2022, dated 13th September 2022.

AND WHEREAS the Promoter/Owner is entitled and enjoined upon to construct buildings on the said **PROJECT LAND**, in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the **PROJECT LAND**.

AND WHEREAS the Promoter has proposed to construct on the **PROJECT LAND**, a **Real Estate Project** of buildings such as Block – A, B, C, & D, (having stilt + upper floor+ first floor + second floor+ third floor+ fourth floor and having Amenities and have named the Real Estate Project as **"AMOUR"**.

AND WHEREAS the Promoter has proposed to construct on the **PROJECT LAND**, a **Real Estate Project** of Residential buildings, such as Block – A, B, C, & D, (having stilt/Basement car parking / Covered Car parking) + upper Ground floor+ first floor + second floor+ third floor+ fourth floor and having Amenities and have named the Real Estate Project as **"AMOUR"**.

AND WHEREAS the Promoter pursuant to the above approvals/permissions has offered for sale the remaining Apartments to intending buyers on ownership basis as an immovable property i.e. involving conveyance of such Apartments in the said Real Estate Project **"AMOUR"**.

AND WHEREAS the above mentioned Allottee/ Purchaser has approached the Promoter/developer to purchase the **Apartment Bearing No.____,____BHK**, having **carpet area admeasuring____square meters and super built up area admeasuring____Sq.mts**. The Apartment shall also have a exclusive **carpet area of balcony of____sq.mts** and on the _____ **Floor** in the **Block __**, along with **Covered Parking bearing No.-----**, from the Real Estate Project

"AMOUR". The above Apartment is more fully and particularly described in **SCHEDULE IV** herein under and hereinafter referred to as the **"SAID APARTMENT"** for the sake of brevity.

AND WHEREAS the Promoter has appointed Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has registered the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as "RERA") and the Rules and Regulations made there under with Real Estate Regulatory Authority at GOA under No.**PRGO04221554**.

AND WHEREAS the 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.

AND WHEREAS the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the Sale Consideration (defined herein below) in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of the title Certificate of the Advocates certifying the right / entitlement of the Promoter and authenticated copy of the Form D relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect **MR. ASHWINIKUMAR**

PRABHU, of **STUDIO ARCHE'TYPE**, Mapusa, Goa and of such other documents as are specified under the RERA and the Rules and Regulations made there under, and the Allottee after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the Promoter has agreed to purchase the said Apartment.

AND WHEREAS the authenticated copies of Certificate of Title issued by the **ADV. VIKESH K. HARMALKAR** of the Promoter certifying the right/ entitlement of the Promoter and authenticated copies of "FORM D" showing the nature of the title of the Promoter to the Project Land on which the Apartments are constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

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

AND WHEREAS the Promoter has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall, if required, obtain any other approvals from an authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved/proposed plans.

AND WHEREAS the Promoter/Developer has agreed to construct and allot the SAID APARTMENT including a stilt / Basement car parking / Covered Car parking to the Allottee/ Purchaser for consideration of **Rs. _____/- (Rupees _____ Only)**, which consideration includes the cost of corresponding undivided share in the land and subject to the further terms and conditions hereafter appearing.

AND WHEREAS the carpet area of the "**SAID APARTMENT**" is _____ **square meters** and "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the "**SAID APARTMENT**", at or for the price of **Rs. _____/- (Rupees _____ Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration").

AND WHEREAS Prior to the execution of these presents the Allottees have paid to the Promoter a sum of **Rs.-----**
-/- (Rupees ----- Only), being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottees as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottees have agreed to pay to the Promoter the balance of the Sale Consideration in the manner appearing hereinafter.

AND WHEREAS, under section 13 of RERA the Promoter are required to execute a written Agreement for Sale of said Apartment with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase and acquire the said Apartment and the stilt parking/ car parking.

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

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA. The Promoter shall construct the said **Real Estate Project** of Residential buildings, such as Block – A, B, C, & D, (having stilt/Basement car parking / Covered Car parking) + upper Ground floor+ first floor + second floor+ third floor+ fourth floor and having Amenities on the Project Land in accordance with the plans, designs and specifications as approved by the competent authority from time to time.

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

1. PURCHASE OF THE APARTMENT AND SALE CONSIDERATION:

- a. The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottees the said **Apartment Bearing No.____,___ BHK**, having **carpet area admeasuring square meters and super built up area admeasuring__Sq.mts.** The Apartment shall also have a exclusive **carpet area of balcony of__sq.mts** and on the____**Floor** in the **Block _____**, along with **Covered Parking bearing No _____**, from the Real Estate Project "**AMOUR**", more fully and particularly described in the **Fourth Schedule** herein under

and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D1' or the Sale Consideration of **Rs._____/- (Rupees _____Only)**, which includes proportionate incidence of common areas and facilities appurtenant to the apartment, the nature , extent and description of the common areas and facilities which are more particularly described in third schedule annexed herewith, the usage of the same shall be in common with the other Apartment owners/ Purchaser(s)/ occupants/users.

- b. The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser **Covered Parking bearing No.-----**, situated at Basement, being constructed in the layout and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked **Annexure 'D2'**.
- c. The total aggregate consideration amount for the apartment including covered car parking spaces is **Rs._____/- (Rupees _____Only)**.
- d. The Allottees/Purchaser have paid on or before execution of this agreement a sum of **Rs.-----/- (Rupees --- ----- Only)** as advance payment or application fee and hereby agrees to pay to the Promoter/Developer the balance amount of **Rs.----- ----/- (Rupees ----- Only)**. **The said balance amount shall be deposited in GOLDENDUNES INFRATECH PRIVATE LIMITED AMOUR RERA COLLECTION ACCOUNT, bearing Account No.2221244945786999 of AU Small Finance Bank Limited, Jaipur DCM Ajmer Road, bearing IFSC code AUBL0002449 in the following manner:**

- I. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the Raft of the building in which the said Apartment is located.
- II. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the Basement of the building in which the said Apartment is located.
- III. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the 1st slab of the building in which the said Apartment is located.
- IV. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the 2nd slab of the building in which the said Apartment is located.
- V. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the 3rd slab of the building in which the said Apartment is located.
- VI. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the 4th slab of the building in which the

said Apartment is located.

- VII. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the 5th slab of the building in which the said Apartment is located.
- VIII. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the masonry & Plaster of the building in which the said Apartment is located.
- IX. Amount of **Rs.-----/- (Rupees -----
---- Only)** to be paid to the Promoter/Developer on completion of the Flooring of the building in which the said Apartment is located.
- X. Balance Amount of **Rs.-----/- (Rupees -----
----- Only)** (against and at the time of handing over of the possession of the Apartment to the Allottees/Purchasers on or after receipt of occupancy certificate or completion certificate

OR

As per the mode of payment as mutually agreed between the parties as attached annexure or any other schedule of payment agreed mutually.

- e. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Infrastructure tax, GST and Cess or any other taxes which

may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developer) up to the date of handing over the possession of the Apartment.

- f. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time.
- g. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.
- h. The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottees/Purchasers on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottees/Purchasers by the Promoter/Developer.
- i. Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the Allottees/Purchasers, from the date of Occupancy

Certificate, irrespective of whether the Allottees/Purchasers have/have taken the possession of the SAID APARTMENT or not.

2. The Allottees/Purchasers and the Promoter/Developer shall adhere to Real Estate (Regulation and Development) Act 2016.
3. The Promoter shall confirm the final carpet area that have been allotted to the Allottees after the construction of the Building 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 3% (three percent). The total price sale consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then Promoter shall refund the excess money paid by Allottees within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottees. If there is any increase in the carpet area allotted to Allottees, the Promoter shall demand additional amount from the Allottees towards Sale Consideration, which shall be payable by the Allottees prior to taking possession of the Premises as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the Promoter/Allottees, as the case may be, under this Clause 1(a), shall be made at the same rate per square meter as agreed in Clause 1(a) above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

4. The Allottees authorize the Promoter to adjust/appropriate all payments made by her under any head(s) of dues against lawful outstanding, if any, in her name as the Promoter may in its sole discretion deem fit and the Allottees undertakes not to object/demand/direct the Promoter to adjust her payments in any manner.
5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
6. Time is essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Apartment to the Allottees and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.
7. Similarly, the Allottees shall make timely payments of all installments of the Sale Consideration as provided in clause 1(c) herein above ("Payment Plan"); and all other dues payable by her and meeting, complying with and fulfilling all her other obligations under this Agreement.
8. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the Project Land is **6,900**

square meters only and the Promoter have Floor Area Ratio of **6899.42 square meters**. The Allottees have agreed to purchase the said Apartment based on the understanding that any additional FSI by availing of TDR or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Real Estate Project, shall belong to Promoter only.

9. That the promoters shall be entitled to carry out further development/construction of more floors/blocks in the existing project **AMOUR** as per the revised plans/approvals/sanctions that may be granted by the concerned authorities.
10. That the Allottee/ Purchaser of the project **AMOUR** has no objection for the promoter/developer to carry out future development of the said properties or to carry out more phase wise development/increase in Floors of the said properties by utilizing the same roads/access and to use all the amenities and features of the project **AMOUR**.
11. That in the event an Entity/society/Association has been formed by the promoter /Developer of **AMOUR**, the promoter shall not need consent from the said entity/Society/Association for such development in the same project AMOUR **and** shall be entitled to obtain permissions/ approvals from the concerned authorities by using the same access. The decision of the promoter/ Developer in the above case shall be final and binding on the Allottees/ Purchasers.

12. HANDING OVER POSSESSION:

- a. The Promoter shall give possession of the Apartment to the Allottees on or before **8th August 2026** Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :
 - i. war, civil commotion or act of God or any force majeure events;
 - ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii. any stay / injunction order issued by any Court of Law, Competent Authority, Government Statutory Authority and/or;
 - iv. Any other circumstances that may be deemed reasonable by the Authority.
- b. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottees on the possession date (save and except for the reasons as stated in Clause 9.1 above), the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Allottees, for every month of delay, till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottees.

- c. If the Allottees fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottees shall pay to the Promoter interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.

- d. Without prejudice to the right of the Promoter to charge interest at the Interest rate mentioned at Clause 9.3 above, and any other rights and remedies available to the Promoter, either (a) on the Allottees committing default in payment on the due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including her proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottees committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottees ("Default Notice"), by Registered Post A.D at the address provided by the Allottees and mail at the e-mail address provided by the Allottees, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottees fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottees ("Promoter Termination Notice"), by Registered

Post A.D at the address provided by the Allottees and mail at the e-mail address provided by the Allottees. On the receipt of the Promoter Termination Notice by the Allottees, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottees; and (ii) the Promoter shall be entitled to adjust and recover from the Allottees (a) pre-determined and agreed liquidated damages equivalent to 10% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottees in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid . Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottees any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottees any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottees simultaneously, with the Promoter and the Allottees executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottees entirely.

Upon the termination of this Agreement, the Allottees shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter by the Allottees by registered post acknowledgement due at the address given by the Allottees in these presents whether the Allottees accept/s or en cash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottees are in full satisfaction of all their claim under this Agreement and/or in or to the said Premises.

13. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

14. PROCEDURE FOR TAKING POSSESSION:

- a. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottees of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer the possession of the Apartment in writing (Possession Notice) to the Allottees. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees agrees to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottees in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

- b. The Allottees shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottees intimating that the said Apartment is ready for use and occupancy & completed in all respect with all amenities.

15. FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT:

Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter in this Agreement, and the Promoter shall give possession of the Apartment to the Allottees. Irrespective of whether the Allottees takes or fails to take possession of the said Premises within the time provided in Clause 9.1 above, such Allottees shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable.

16. The Allottee/Purchaser agree/s to pay to the Promoter/Developer on taking possession of the said apartment:-

Rs. _____/- (Rupees _____ only) along with the GST as applicable, shall be paid to the Promoter/Developer towards the payment of common expenses like lift, common electricity, common water charges, sweeper's salary staircase etc. for a period of 2 years from the time of delivery of possession of the said Apartment. The said charge is calculated at the rate of Rs.40/- per sq.mts of carpet area per month of the said apartment. After the period of 2 years are over, the Entity/Society/Association can maintain the said common areas such as repairs and maintenance of roads, common lights, security, compound wall, pumps, repairs of drainage system, gardens, etc. In case the said amount is not

sufficient the Allottee/Purchaser shall contribute further sums that may become necessary for the maintenance or upgrading of the facilities. The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottee/Purchaser for any length of time. After the period of 2 years, the Entity/Society/Association could request the Promoter/Developer subject to prompt contribution by all the Allottee/Purchaser, to continue to manage and maintain the project. But it will be the sole decision of the Promoter/Developer whether to continue or not to continue to manage and maintain the Project. The above charges paid by the Allottee/Purchaser to the aforesaid clause will not include internal maintenance of the individual Apartment by the Promoter/Developer.

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

16. (b) The Allottees/Purchasers shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottees/Purchasers of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottees/Purchasers for any length of time.

16. (c) If the Promoter/Developer and/or the Entity/Society/Association are of the opinion that the amount fixed herein above will not be sufficient for proper maintenance of "**AMOUR**", the Promoter/Developer and/or the Entity/Society/Association are authorized to increase the aforesaid deposit with prior intimation to the Allottees/Purchasers and the Allottees/Purchasers shall pay the same within 15 days from the date of such intimation.
16. (d) The Allottees/Purchasers alternatively also have an option as mentioned below in clause 13(a):
- 17.(a) Within 15 days after notice in writing is given by the Promoter to the Allottees that the Apartment is ready for use and occupancy, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of Allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottees shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottees a further agrees that till the Allottees's share is so determined the Allottees shall pay to the Promoter provisional monthly contribution of Rs.40/- per sq.mtr. Of carpet area per month of the said apartment towards the outgoings. The Allottees undertakes to pay such provisional monthly contribution and such proportionate

share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottees shall be regarded as the default on the part of the Allottees and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

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

17 (c) The Allottees/Purchasers shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottees/Purchasers of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottees/Purchasers for any length of time.

18. The Allottees/Purchasers hereby further agrees that they shall at the time of delivery of possession of the said Apartment keep deposited with the Promoter /Developer, the advance of Rs. _____/- (Rupees _____ only) towards "RESERVED MAINTAINANCE FUND"/"SINKING FUND/CORPUS FUND". This fund will be transferred to the Entity/ Society/Association once it is formed.

19. The Allottee/Purchaser shall on or before delivery of possession of the said apartment keep charges with the Promoter/Developer, the following amounts:-

- (i) Rs. 1,000/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. 5,000/- for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. _(As Applicable) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. 40/- per sq mtr of salable area per month for charges towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body and will be collected for 2 years upon completion of the project.
- (v) Rs.21,000/- For charges towards Water, Electric, and other utility and services connection charges.
- (vi) Rs.25,000/- towards Sewage Treatment Plant.
- (vii) Rs.50,000/- for charges of electrical receiving, transformer and Sub-Station provided in Layout
- (viii) Rs. 200/- per sq mtr as infrastructure Tax.
- (ix) Rs.1,000 per sq. mtr. of salable area as Corpus/Sinking fund in respect of the Society or Limited Company/Federation/Apex Body.
- (x) Rs. (As applicable) as Stamp Duty and Registration Charges.

20. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of Rs.4,000/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

21. At the time of registration of conveyance of the structure of the building of the building, the Allottees/Purchasers shall pay to the Promoter/Developer, the Allottees/Purchasers share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottees/Purchasers shall pay to the Promoter/Developer, the Allottees/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

22. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottees as follows; subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- i. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Real Estate Project;
- ii. The Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite

approvals from time to time to complete the development of the Real Estate Project;

- iii. That the promoter has mortgaged the said project with AU Small finance bank Jaipur Rajasthan branch and has obtained a loan on the said project besides the said loan there are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land and said buildings 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 Real Estate Project, the Project Land and said building/s shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land, Buildings and common areas;
- vi. The 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 Allottees created herein, may prejudicially be affected;
- vii. The 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 Real Estate Project and the said Apartment which will, in any manner, affect the rights of Allottees under this Agreement;

- viii. The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter have 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 Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land.
23. The Allottees/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
- i. To maintain the Apartment at the Allottees own cost (to be borne and paid by Allottees) in good and tenantable repair and condition from the date on which the possession of the Apartment is taken and shall not do or

suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, lifts, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment, on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- iii. To carry out at her own cost (to be borne and paid by Allottees) all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for

the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Organization and of the concerned authorities;
- vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;

- viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment/Building in any manner whatsoever.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- x. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottees for any purposes other than for purpose for which it is sold.
- xii. The Allottees shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottees to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)

- xiii. The Allottees 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 Allottees 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.
- xiv. Till a conveyance of the Project Land along with the structure of the building in which Apartment is situated is executed in favour of Society or Association or Limited Company, the Allottees shall permit the Promoter and her 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.
- xv. The Allottees shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- xvi. To use the passenger lifts in the said Building/s for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottees shall not cause any damage to the lifts, staircases, common passages or any common facilities or

any other parts of the said Building/s including the said Apartment;

- xvii. To pay all amounts agreed or liable to be paid by the Allottees pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottees to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottees and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- xviii. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the undisposed apartment/s in the said Building but the Allottees will pay all such charges without any dispute;
- xix. The open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- xx. The Allottees shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottees shall not stick or affix pamphlets, posters or any paper on the walls of the said

Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

- xxi. Neither the Allottees nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to, the Promoter under this Agreement and the Allottees and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
 - xxii. In the event of Allottees carrying out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottees shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;
24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees 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.
25. 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/s or of the said Project Land and Building

or any part thereof. The Allottees shall have no claim save and except in respect of the Apartment hereby agreed to be sold to her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE;

After the Promoter executes this Agreement it 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 Allottees who has taken or agreed to take said Apartment.

27. BINDING EFFECT:

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 1(a) above, within 30 (thirty) days from the date of its receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottees(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the

Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

28. 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/building, as the case may be.

29. RIGHT TO AMEND;

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

31. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made there under 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.

32. **METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Allottees has to make any payment in common with other Allottees(s) in Project, 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.

33. **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.

34. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory

at the Promoter's Office, or at some other place which may be mutually agreed between the Promoter and the Allottees, and after the Agreement is duly executed by the Allottees and the 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.

35. The Allottees and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
36. All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottees:

(Allottees Address):

Notified Email ID:

Promoter name: **M/S. GOLDENDUNES INFRATECH PRIVATE**

LIMITED

Address: registered office at C-6, Vashisht Marg,

Hanuman Nagar, Vaishali Nagar, Jaipur, Rajasthan

302021

Notified Email ID:

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

37. JOINT ALLOTTEES:

In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees 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.

38. STAMP DUTY AND REGISTRATION CHARGES:

The charges towards Stamp Duty and Registration and incidental charges of this Agreement/Sale deed shall be borne by the Allottees alone.

39. DISPUTE RESOLUTION:

Any dispute or differences between parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle the dispute or differences amicably, such dispute or differences shall be referred to the **GOA REAL ESTATE REGULATORY AUTHORITY** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

40. GOVERNING LAW:

This Agreement and the rights, entitlements 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 of Law in Mapusa, will have the exclusive jurisdiction with respect to all the matters pertaining to Agreement.

41. USE OF CERTAIN FACILITIES:

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

42. GENERAL:

(a) The Allottees/Purchasers confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/license relating to the SAID APARTMENT and **"AMOUR"**.

(b) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or

adjacent to the terrace apartment in the said building, if any, shall belong exclusively to the respective apartment holder/s of such terrace apartment and such terrace spaces are intended for the exclusive use of the respective apartment holder/s. The said terrace spaces shall remain open to sky and the apartment holder/s shall not enclose or cover the said terrace without the written permission/approval/licenses/NOC of the Promoter/Developer and/or the Entity/Society/Association, as the case may be, the concerned Municipal Council and/or such other concerned authorities.

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

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

(e) The Allottees/Purchasers hereby give/s their express consent to the Promoter/Developer to raise any loans against the SAID PROPERTY and/or "**AMOUR**", and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability

shall be cleared by the DEVELOERS at their expenses before the SAID APARTMENT is handed over to the Allottees/Purchasers.

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

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

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

Promoter/Developer shall have the right to lease or gift or convey the said Apartment to any other third person. However, the beneficiary of such conveyance shall be bound by the terms & conditions of the present agreement.

Unless the prior written permission of the concerned local authorities and the Promoter/Developer is obtained, the Allottees/Purchasers shall not:-

- i. Construct or install additional walls, windows, doors, grills, entrances, exits, etc. or excavate the flooring or otherwise alter the internal lay-out of the said Apartment or the external faces or make changes to front, back and side elevations or make changes to the external shade of colour of building or roof of the said Apartment in any manner whatsoever.
- ii. Construct or install lofts, mezzanine floors, or otherwise increase the area of the said Apartment in any manner.
- iii. Change, alter, increase or install additional flooring or floor/wall tiling, electrical points bathroom plumbing/or sanitation/ drainage outlets provided and shall not chisel, demolish or in any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members or make any internal structural alterations or sub-divisions of the said Apartment, or make constructions of a permanent nature or create additional internal walls, doors or openings in the said Apartment.
- iv. The Allottees/Purchasers shall be responsible to the concerned local authorities and to the PROMOTER/DEVELOPER for any violation or breach of any of the aforesaid provisions. The Allottees/Purchasers shall not construct, erect or place any hedge, grill, barricade, fencing or wall or any structure, enclosure, lean-to, awning, roofing, canopy or signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the said Apartment or above/over/around any part or portion of the garden area

and common areas of "**AMOUR**", ". The Allottees/Purchasers shall not construct any structure shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/cement/wood/metal, without written consent from the Promoter/Developer. M.S. grills if made, should be fabricated with the common design and specification given by the Promoter/Developer.

v. Enclose the verandah, balcony, stilt and open terrace, either by glazing shuttering, walling or grill work unless permitted by the Promoter/Developer.

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

i. For or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the electricity, negligence of security guards at the development, telephone or water supply to the estate/the said property/the said Apartment or any part thereof or caused by earthquake, lighting, fire, tempest, insects, pets, vermin, flood, rain, water, theft, burglary, pilferage, riots, vandalism, terrorist attack, arson, strikes, force major, national emergencies, air- raids, war, etc. or for any other causes/reasons whatsoever.

ii. For on in respect of any loss, damage, inconvenience to any person/s or property caused by or during the use of/habitation of/entry into/ residence in the said Apartment or in the "**AMOUR**" or caused by falling objects or caused by suspension/breakdown/outages/short-ages of utilities and services or from any other cause or reason whatsoever.

iii. For the security or safekeeping or insurance of the Apartment or of any person/s or of the contents and possessions therein.

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

If at any time, any clause of this Agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The Promoter/Developer/Developers and the

Allottees/Purchasers/Purchasers also agree that all disputes if any, arising under or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of Mapusa, Goa within the judicial division of Bardez.

43. CHANGES

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

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

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

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

(b)It is hereby expressly agreed that if the Promoter/Developer are able to complete the construction sooner without compromising on quality and workmanship and thus are able to hand over possession

before the stipulated possession date, then in such an event the Allottees/Purchasers shall on being notified of such earlier date, complete the payment of all amounts due under this Agreement and take possession of the said Apartment. However, the Allottees/Purchasers shall not be liable to pay any extra amount to the Promoter/Developer for receiving such earlier possession.

(c) The Allottees/Purchasers shall not carry out any acts or activities which are obnoxious, anti- social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other apartment Allottees/Purchasers in the said **"AMOUR"**.

44. TRANSFER BEFORE POSSESSION.

The Allottees/Purchasers shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with delivery of the SAID APARTMENT until all the dues payable by him to the Promoter/Developer under this Agreement are fully paid up and that too only if the Allottees/Purchasers has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until obtaining the prior consent in writing of the Promoter/Developer. In the event this Allottees/Purchasers/Purchasers wish to transfer or assign his rights under this agreement to a 3rd party, the Promoter/Developer shall act as a confirming party to the transfer and all the rights and obligations of the Allottees/Purchasers shall be conferred upon the Transferee for which the Promoter/Developer shall receive a transfer fee of Rs. 2,000/- per sq.mt of carpet area of the apartment in case such transfer is sought within two years of execution of this Agreement;

45. FORMATION OF SOCIETY.

The Promoter/Developer shall have the option to form the Entity/Society/Association of the apartment holders of **"AMOUR"**,.

The Allottees/Purchasers and the persons to whom the SAID APARTMENT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Entity/Society/Association from time to time and shall also be governed by the laws which may be applicable to the Entity/Society/Association.

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

The Allottees/Purchasers shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the Promoter/Developer and of the other Apartment Holders in **"AMOUR"**.

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

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

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

In the event the Allottees/Purchasers desire to rescind/terminate the present agreement for any reason other than default by the Promoter/Developer as per this present agreement, the Purchaser shall give advance notice to the Promoter/Developer of his intention to do so. However the Promoter/Developer shall refund the money subject to a deduction of 10% of the amount received. The Promoter/Developer shall refund the balance amount to the Purchaser after the Promoter/Developer procures a fresh Customer/Purchaser for the purchase of the said flat.

46. TRANSFER TO THE SOCIETY:

The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Association or Limited Company all the right, title and the

interest of the Vendor/Promoter in the Project Land as well as the said structure of the Building in which the said Apartment is situated.

The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

47. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottees shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottees shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
48. If within a period 5 (Five) years from the date of handing over the Apartment to the Allottees, the Allottees brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such

defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottees and/or any other Allottees/s in the Real Estate Project.

49. The Allottees shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence only. The Allottees shall use the parking space only for purpose of keeping or parking vehicle.

50. That the possession of the said Apartment is not handed over to the Allottees and that the possession of the said Apartment shall be handed over at the time of Execution of the Sale deed.

51. That this Project is financed and approved by AU Small Finance Bank Limited. Prior the present sale, approval is taken from the bank and the bank has issued NOC to sell the said Apartment (copy of the same is annexed herewith as "**Annexure F**").

52. That for the purpose of stamp duty the said Apartment is valued at **Rs. _____/- (Rupees _____ Only)** and stamp duty of **Rs. _____/-** is embossed herewith.

53. That the Allottee/Purchaser hereinabove as per the notification issued by the Goa Government has paid T.D.S of 1% on the part payment of the total consideration amount of **Rs. _____/- (Rupees _____ Only)**, by way of following Acknowledgements:

1. CIN No. _____, dated _____, Rs. _____/-

FIRST SCHEDULE ABOVE REFERRED TO:**(DESCRIPTION OF THE FIRST PROPERTY)**

All that **Immovable property, admeasuring 5,287 square meters, Presently surveyed under P.T. Sheet No. 30 of Chalta No. 30/3 of City Survey Mapusa**, situated at Karaswada, Mapusa, Bardez- Goa, with the jurisdiction of City Survey Mapusa, Taluka and Sub- District of Bardez, District of North Goa, State of Goa, which property is found described in the Land Registration office of Bardez, under No.32482 of Book B 83, enrolled in the Taluka Revenue office, under Matríz No. 1807, surveyed under Old Cadastral Survey No.649(part),the same is bounded as under:

EAST: By property surveyed under No.30 sub division no: 24A, 24, 26A of P.T. Sheet no: 30.

WEST: By property surveyed under No.42 sub division no: 29 of P.T. Sheet no: 30

NORTH: By property surveyed under No.30 sub division no: 7, 8, 9 of P.T. Sheet no: 30

SOUTH: By property surveyed under No.30 sub division no: 21, 25, 26, 26-C (1) of P.T. Sheet no: 30

SECOND SCHEDULE ABOVE REFERRED TO:**(DESCRIPTION OF THE SECOND SCHEDULE PROPERTY)**

All that immovable property known as **"ZAMBULGALI" alias "ZAMBULGALICHEM BATA"**, situated at Pedem, within the jurisdiction of Mapusa Municipal area, Sub-District of Bardez, North Goa District, State of Goa Surveyed under Old Cadastral Survey No. 604, **presently Surveyed in the City Survey of Mapusa under Chalta No. 29/42, P.T. Sheet No. 30, admeasuring an area of 1613 Sq.mts.** same is bounded as under:-

EAST: By property bearing surveyed No.30, sub division no: 1, 2 and 3, P.T. Sheet no. 30.

WEST: By property bearing surveyed No.29, sub division no:41, P.T. Sheet no. 30.

NORTH: By road and property bearing survey no.30/1

P.T. Sheet no: 30

SOUTH: By property bearing Chalta no. 19-B, P.T. Sheet no: 30.

THIRD SCHEDULE ABOVE REFERRED TO:**(Description of the Common Areas and Facilities in the said
Real Estate Project)**

- i. The entire land for the Real Estate Project,
- ii. The stair cases, lifts, staircase and lift lobbies and common entrances and exits of buildings;
- iii. The common terraces, open parking areas;
- iv. The water tanks, well, septic tanks, sumps, motors and all apparatus connected with installations for common use;
- v. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

FOURTH SCHEDULE ABOVE REFERRED TO:**(Description of the Said Apartment)**

All that **Apartment Bearing No. __, __ BHK**, having **carpet area admeasuring __square meters and super built up area admeasuring __Sq.mts.** The Apartment shall also have a exclusive **carpet area of balcony of __sq.mts** and on the __ **Floor** in the **Block __**, along with **Covered Parking bearing No.-----**, from the Real Estate Project "**AMOUR**", being constructed on the Project Land (more particularly described in the First & Second Schedule). The said Apartment is shown hatched with red color in the Floor Plan thereto. Annexed hereto and marked **Annexure 'D1'**.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa, Goa in the presence of attesting witness, signing as such on the day first above written.

M/S. GOLDENDUNES INFRATECH PRIVATE LIMITED

Represented herein by its Director

MR. _____

PROMOTER/OWNER

L.H.F. Prints

R.H.F. Prints

(1) _____ (1) _____

(2) _____ (2) _____

(3) _____ (3) _____

(4) _____ (4) _____

(5) _____ (5) _____

ALLOTTEE

L.H.S. Prints

R.H.F. Prints

(1)_____ (1)_____

(2)_____ (2)_____

(3)_____ (3)_____

(4)_____ (4)_____

(5)_____ (5)_____

WITNESSES:

(1) _____

(2) _____

Annexure "E"

(Standard Specifications and Description)

- Structure : R.C.C. Framed Structure
- Walls : 23 cms and 10 cms ACC blocks (light weight blocks)
- Plaster : 1:4 cement mortar 12mm thick internal plaster finished with putty & 1:3 cement mortar external plaster (sand faced)
- Flooring : Wooden tiles in master bedroom
 24 *24 Vitrified tiles in all rooms, anti-skid ceramic tiles for toilet floor & concept tiles for dado
 Sand stone/Granite/Kota stone for staircase
- Semi Modular Kitchen: Granite Kitchen platform with stainless steel sink with drain board (Jindal or equivalent)
 2' dado with concept ceramic tiles
- Toilet : Counter basin in master bedroom toilet
- Windows : Powder coated Aluminium/UPVC Windows
- Doors : French doors in balcony powder coated Aluminium /UPVC and glass
- Internal Doors: Treated wood frame & flush door
- Main Door : 1st class marandi wooden frame & flush doors
 shutter
- Internal Paint: Acrylic emulsion
- External Paint: Weather proof paint

- Railing : Balcony- MS Railing/Baluster railing or as per elevation (SS)
- Staircase : MS railing/SS railing
- Plumbing : Piping- CPVC/UPVC
- Fixtures : Chrome plated (Jaquar/Grohe) or equivalent
- Sanitaryware: CERA, Johnson, Jaquar (white) or equivalent
- Electrical : Wires- Finolex/Anchor or equivalent
- Switches : Modular switches (Anchor/SSK/Legrand) or Equivalent

AMENITIES

- 1) CCTV Camera on Main Entrance
- 2) Gated Complex with 24 Hrs High- tech Security
- 3) Electric Video Door Phone
- 4) Multi Purpose Courtyard
- 5) Walking Track with Aroma Garden
- 6) Children's Play Area
- 7) Amphitheatre
- 8) Landscaped Garden
- 9) Gazebo
- 10) Club House
- 11) Indoor Games Area
- 12) Swimming /Rain Pool
- 13) Waiting Area with Reception
- 14) Society Office
- 15) Gymnasium
- 16) Party Hall with Kitchen