

Model Form of Agreement

This Agreement made at Vasco da Gama on this.....day of..... in the year Two Thousand and between **Ambience Real Estate Developers** having address at 5-11, Bela Vista-1, Chicalim, Goa- 403711 hereinafter referred to as the "**Promoter**" of the One Part and (.....) having address athereinafter referred to as " the **Allottee**" (.....) of the Other Part.

WHEREAS by an Agreement dated 29th day of November 2018/Power of Attorney dated 29th November 2018 executed between **Fabrica de Igreja de Vasco da Gama** (hereinafter referred to as the **Owner**) of the One Part and the **Promoter** of the Other Part (hereinafter referred to as "the Development Agreement"), the **Owner** granted to the **Promoter** development rights to the piece or parcel of freehold land lying and being at Chalta Nos. 18 to 22 and 83A, P.T. Sheet No. 68 of Vasco City, totally admeasuring 3038 sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

The **Owners** have permitted the **Promoter** to undertake, develop and construct units/buildings in the said properties, at the entire risk, cost, responsibility, liability and expense of the **Promoter** and further have no objection to the **Promoter** to agree to sell such constructions/ units with proportionate undivided rights in the said property, to such purchasers/buyers except the 35% of the constructed area which is to be handed over to the **Owners**. The above mentioned 35% includes 5 double bedroom flats with minimum area 85 sq. mts. to be handed over to the Occupiers of houses in the SAID PROPERTY and one double bedroom flat of 85 sq. mts. to be handed over to the Institution of St. Joseph of Cluny.

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

AND WHEREAS the **Promoter** is in possession of the project land.

AND WHEREAS the **Promoter** has proposed to construct on the project land one building consisting of one basement floor, one stilt floor both for car parking and 8 floors above consisting of 8 flats/floor (Total 64 flats) each having a carpet area of 70 sq. mts, balcony area of 10.50 sq. mts, common area of 16.40 sq. mts, and wall area of 9.00 sq. mts. (Total: 105.90 sq. mts.).

AND WHEREAS the **Allottee** is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") of the Building called **Residencia St. Andre** (herein after referred to as the said "Building") being constructed in the said project, by the **Promoter**.

AND WHEREAS the **Promoter** has entered into a standard Agreement with M/s Déjà Vu, 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 Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'F'**;

AND WHEREAS the Promoter has appointed M/s Madhav Kamat & Associates, a Structural Engineering firm for the preparation of the structural design and drawings of the buildings and the **Promoter** accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney 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 **allottees** of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the **allottee**, the **Promoter** has given inspection to the **allottee** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect M/s Deja Vu and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **Promoter**, authenticated copies of **Form D** showing the nature of the title of the **Owner** to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the **Promoter** and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the **Allottee**, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the **Promoter** has got the approvals from the concerned local authorities to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **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 proposed plans.

AND WHEREAS the **Allottee** has applied to the **Promoter** for allotment of an Apartment No. on floor situated in the building being constructed in the said Project.

AND WHEREAS the carpet area of the said Apartment is 70 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 of balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive of 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, prior to the execution of these presents the **Allottee** has 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 **Allottee** as advance payment the payment and receipt whereof the Promoter both hereby admit and acknowledge and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the **Promoter** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the **Promoter** is required to execute a written Agreement for sale of said Apartment with the **Allottee**, 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 Allottee hereby agrees to purchase the Apartment.

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

1. The **Promoter** shall construct the said building/s consisting of basement, stilt, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the **Promoter** shall have to obtain prior consent in writing of the **Allottee** in respect of variations or modifications which may adversely affect the Apartment of the **Allottee** except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) (i) The **Allottee** hereby agrees to purchase from the **Promoter** and the **Promoter** hereby agrees to sell to the **Allottee** Apartment No. of carpet area admeasuring sq. metres on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs: including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- 1(b) The **Allottee** has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment and agrees to pay to the **Promoter** the balance amount of Rs (Rupees) as per **Schedule C-3**
- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess and/or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **Promoter** undertakes and agrees that while raising a demand on the **Allottee** 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 **Allottee**, which shall only be applicable on subsequent payments.
- 1(e) The **Promoter** may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the **Allottee** by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(f) The **Promoter** shall confirm the final carpet area that has been allotted to the **Allottee** 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 three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the **Promoter**. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by **Allottee** within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the **Allottee**. If there is any increase in the carpet area allotted to **Allottee**, the Promoter shall demand additional amount from the **Allottee** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(g) The **Allottee** authorizes the **Promoter** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the **Allottee** undertakes not to object/demand/direct the **Promoter** to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 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 **Allottee**, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the **Promoter** as well as the **Allottee**. The **Promoter** shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the **Allottee** 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. Similarly, the **Allottee** shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The **Promoter** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 5386 square meters only and Promoter has planned to utilize Floor Area Ratio of **NIL** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation Floor Area Ratio of 5293.92 sq. metres as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Promoter only.
- 4.1 If the **Promoter** fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the **Allottee**, the **Promoter** agrees to pay to the **Allottee**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The **Allottee** agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of **Promoter** to charge interest in terms of sub clause 4.1 above, on the **Allottee** committing default in payment on due date of any amount due and payable by the **Allottee** to the **Promoter** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the **Promoter** shall at his own option, may terminate this Agreement: Provided that, **Promoter** shall give notice of fifteen days in writing to the **Allottee**, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the **Allottee**, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **Allottee** fails to rectify the

breach or breaches mentioned by the **Promoter** within the period of notice then at the end of such notice period, **Promoter** shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the **Promoter** shall refund to the **Allottee** (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **Promoter**) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the **Promoter** in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.
6. The **Promoter** shall give possession of the Apartment to the **Allottee** on or before..... day of20____. If the **Promoter** fails or neglects to give possession of the Apartment to the **Allottee** on account of reasons beyond his control and of his agents by the aforesaid date then the **Promoter** shall be liable on demand to refund to the **Allottee** the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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 ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Unavailability of materials like stone aggregates, sand, laterite stone blocks, etc. due to Government bans/ restrictions

- 7.1 Procedure for taking possession - The **Promoter**, upon obtaining the occupancy certificate from the competent authority and the payment made by the **Allottee** as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the **Allottee** in terms of this Agreement to be taken within 3 (three months from the date of Issue of such notice and the **Promoter** shall give possession of the [Apartment/Plot] to the **Allottee**. The **Promoter** agrees and undertakes to indemnify the **Allottee** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter**. The **Allottee** agree(s) 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 **Allottee** in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The **Allottee** shall take possession of the Apartment within 15 days of the written notice from the **Promoter** to the **Allottee** intimating that the said Apartments are ready for use and occupancy:

- 7.3 Failure of **Allottee** to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the **Promoter** as per clause 8.1, the **Allottee** shall take possession of the [Apartment/Plot] from the **Promoter** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **Promoter** shall give possession of the [Apartment/Plot] to the **Allottee**. In case the **Allottee** fails to take possession within the time provided in clause 8.1 such **Allottee** shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the **Allottee**, the **Allottee** brings to the notice of the **Promoter** any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **Promoter** at his own cost and in case it is not possible to rectify such defects, then the **Allottee** shall be entitled to receive from the **Promoter**, compensation for such defect in the manner as provided under the Act.
8. The **Allottee** shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The **Allottee** along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the **Promoter** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the **Promoter** within seven days of the same being forwarded by the **Promoter** to the **Allottee**, so as to enable the **Promoter** to register the common organisation of **Allottee**. No objection shall be taken by the **Allottee** if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The **Promoter** shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The **Promoter** shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the **Promoter** to the **Allottee** that the Apartment is ready for use and occupancy, the **Allottee** 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the **Allottee** shall pay to the **Promoter** such proportionate share of outgoings as may be determined. The **Allottee** further agrees that till the Allottee's share is so determined the **Allottee** shall pay to the **Promoter** provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the **Allottee** to the **Promoter** shall not carry any interest and remain with the **Promoter** until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the **Promoter** to the Society or the Limited Company, as the case may be.

10. The **Allottee** shall on or before delivery of possession of the said premises keep deposited with the **Promoter**, the following amounts :

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The **Allottee** shall pay to the **Promoter** a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. 12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the **Allottee** 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 **Allottee** 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.

13. REPRESENTATIONS AND WARRANTIES OF THE **PROMOTER**

The **Promoter** hereby represents and warrants to the Allottee as follows:

- 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 Project;
- ii. The **Promoter** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The **Promoter** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **Allottee** created herein, may prejudicially be affected;
- vii. The **Promoter** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of **Allottee** under this Agreement;
- viii. The **Promoter** confirms that the **Promoter** is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the **Allottee** 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** has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **Allottee** in this behalf, the **Allottee** shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the **Allottee** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **Allottee** committing any act in contravention of the above provision, the **Allottee** 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 throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the **Promoter** within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the **Allottee** for any purposes other than for purpose for which it is sold.

ix. The **Allottee** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the **Allottee** to the **Promoter** under this Agreement are fully paid up.

x. The **Allottee** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **Allottee** 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the **Allottee** shall permit the **Promoter** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the **Allottee** shall permit the **Promoter** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The **Promoter** shall maintain a separate account in respect of sums received by the Promoter from the **Allottee** as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards

the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The **Allottee** shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him 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.

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

After the **Promoter** executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **Allottee** who has taken or agreed to take such [Apartment/plot].

18. **BINDING EFFECT**

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

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the **Promoter** through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the **Promoter** and the **Allottee**, in after the Agreement is duly executed by the **Allottee** 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.

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

27. That all notices to be served on the **Allottee** and the **Promoter** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **Allottee** or the **Promoter**

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

Name of **Allottee**

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the **Allottee** 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 falling which all communications and letters posted at the above address shall be deemed to have been received by the **Promoter** or the **Allottee**, as the case may be.

28. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the **Promoter** to the **Allottee** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

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

31. **GOVERNING LAW**

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

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

FIRST SCHEDULE

All the property surveyed under Chalta No. 18 admeasuring 2111.00m², Chalta No. 19 admeasuring 73.00 m², Chalta No. 20 admeasuring 12.00 m², Chalta No. 21 admeasuring 76.00 m², Chalta No. 22 admeasuring 76.00 m² and Chalta No. 83A admeasuring 690.00m² of city survey of Vasco Da Gama. An area admeasuring 815.00m² is retained by the owners for their personal use, leaving an area

admeasuring 2223.00m2 which is available for Development; however the F.A.R of the full area admeasuring 3038.00 m2 is available for Development.

SECOND SCHEDULE

Extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At _____ on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

ANNEXURES

ANNEXURE A: Copy of Title Certificate

ANNEXURE B: Form D for the property

ANNEXURE C:

C-1: Copy of Approved Site Plan

C-2: Copy of Approved Floor Plan

C-3: Schedule of Payments

ANNEXURE D: General Specifications

ANNEXURE E: Specifications for flooring, sanitary fittings, electrical fittings and lifts.

ANNEXURE F: Copy of RERA Certification

SCHEDULE C-1/ C-2

(FLOOR PLANS ATTACHED)

SCHEDULE C-3

SCHEDULE OF PAYMENTS

SR. NO.	PARTICULARS	AMOUNT IN PERCENTAGE	AMOUNT IN VALUE
1.	ON SIGNING	5%	
2.	ON SIGNING OF AGREEMENT	10%	
3.	ON COMPLETION OF 1 ST BASEMENT SLAB	6%	
4.	ON COMPLETION OF 2 ND BASEMENT SLAB	6%	
5.	ON COMPLETION OF 1 ST SLAB	5%	
6.	ON COMPLETION OF 2 ND SLAB	5%	
7.	ON COMPLETION OF 3 RD SLAB	5%	
8.	ON COMPLETION OF 4 TH SLAB	5%	
9.	ON COMPLETION OF 5 TH SLAB	5%	
10.	ON COMPLETION OF 6 TH SLAB	5%	
11.	ON COMPLETION OF 7 TH SLAB	5%	
12.	ON COMPLETION OF 8 TH SLAB	5%	
13.	ON COMPLETION OF MASONRY/INTERNAL PLASTER	4%	
14.	ON COMPLETION OF ROOF SLAB	4%	
15.	ON COMPLETION OF ELECTRICAL WORK	5%	
16.	ON COMPLETION OF PLUMBING WORK	4%	
17.	ON COMPLETION OF FIXING DOORS AND WINDOWS	4%	
18.	ON COMPLETION OF FLOORING	4%	

19.	ON COMPLETION OF PAINTING	4%	
20.	ON POSSESSION	4%	
	TOTAL	100%	

Place:

Datedday of 20.....