

AGREEMENT FOR SALE

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

B E T W E E N:-

1. **M/s. SUMIT WOODS LTD.**, (formerly known as Sumit Woods Private Limited) a Limited Company, incorporated under the Companies Act, 1956, PAN Card No. AAICS1385B, carrying on the business of Real Estate Developers and Builders, having its Registered Office at B-1101, Express Zone, W.E. Highway, Diagonally Opp. to Oberoi Mall, Malad (East), Mumbai - 400 097 and its Goa office at "SUMIT CLASSIC", S-102, Opposite Ponda Municipal Council, Sadar, Ponda Goa, , hereinafter referred to as "**THE PROMOTERS**" (Which expression shall unless it is repugnant to the meaning thereof mean and include, its legal representatives, successors and assigns) Of The **FIRST PART**. THE PROMOTERS are represented by its Authorized Signatory, SHRI. DHAIRYSHIL BAPUSAHEB PATIL, age 49 years, married, Indian National, service, and resident of 501, Granduar, Alto Dabolim, Chicalim, Vasco Da Gama, in terms of Resolution taken in the meeting of Board of Directors on _____. A Certified copy of the same is filed along with this Agreement for Sale.

AND

-----hereinafter referred to as "**THE ALLOTTEES**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns) OF THE "**SECOND PART**".

WHEREAS there exist property known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143 consisting of three separate survey number namely property surveyed under Survey No. 268/3 of Nuvem Village admeasuring 2635.00 Sq. mts (Two thousand six hundred thirty five Square metres), Survey No.268/3-B of Nuvem Village admeasuring 3740.00 (Three thousand seven hundred forty square metres) and Survey No. 269/5 admeasuring 3050.00 (Three thousand fifty square metres) thus totally admeasuring an area of 9425.00 or thereabouts (Nine thousand four hundred twenty five square metres), hereinafter referred to as "THE SAID PROPERTIES."

AND WHEREAS THE SAID PROPERTIES is a part and parcel of the larger property known as "ANUS" also known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" surveyed under Survey Nos. 268/3 admeasuring 9125 Square metres and Survey No.269/5 admeasuring 3050 Square metres of Nuvem Village which earlier belonged to Smt. Ines da Conceicao Alvares who sold the same vide Deed of Sale dated 15/12/1966, registered in the Office of Sub- Registrar Salcete under No. 242 at pages 155 to 159 of Book No. I Volume No18 dated 15/02/1967 unto Mr. Surya Upendra Raikar, Atchut Upendra Raikar, Mr Anand Upendra Raikar, Tulsidas Upendra Raikar, Mr Damodar Upendra Raikar and Chandrakant Upendra Raikar.

AND WHEREAS subsequent to the purchase of the aforesaid property, one of the Co-owner Shri Chandrakant Upendra Raikar expired leaving behind his wife Mrs. Latika Chandrakant Raikar as his widow and his moiety holder and three children namely Mrs. Kalpana Kantikumar Lotlikar married to Kantikumar Tukaram Lotlikar, Mrs Mrudula Gurudas Lotlikar married to Gurudas Raya Lotlikar and Ms. Nisha Chandrakant Raikar as his sole and universal heirs.

AND WHEREAS in terms of two separate Deed of Sale dated 26/09/1992 registered in the Office of Sub-Registrar of Salcete under No.199 at pages 379 to 393 of Book No. I, Volume No. 266 dated 09/03/1993 and Deed of sale dated 28/09/1992 registered in the Office of Sub- Registrar of Salcete under No.198 at pages 362 to 378 of Book No. I, Volume No.266 dated 09/03/1993, the aforesaid owners namely Surya Upendra Raikar and his wife Premabai Surya Raikar, Latika Chandrakant Raikar, Kalpana Kantikumar Lotlikar and her husband

Kantikumar Tukaram Lotlikar, Mrudula Gurudas Lotlikar and her husband Gurudas Raya Lotlikar, Nisha Chandrakant Raikar, Atchut Upendra Raikar and his wife Smita Atchut Raikar, Anand Upendra Raikar and his wife Rajashri Anand Raikar Tulsidas Upendra Raikar and his wife Neeta Tulsidas Raikar and Damodar Upendra Raikar and his wife Anjali Damodar Raikar sold THE SAID PROPERTIES, which is part of the aforementioned larger property known as "ANUS" also known as "ANUZ SECOND ADDITION" also known as "COPEL BHAT" also known as "ONOXEM" to Shri Rajan Nagesh Lotlikar, Shri Kiran Vasant Naik, and Shri Digambar Vasant Kamat.

AND WHEREAS the Government acquired a portion of the aforementioned the larger property admeasuring an area of 288.00 Square metres under survey No. 268/3 of Nuvem Village for the purpose of construction of road and accordingly a road has now been constructed in survey No. 268/3 bifurcating it into two parts namely Survey No. 268/3 and Survey No. 268/3-B of Nuvem Village.

AND WHEREAS in terms of Deed of Sale dated 30/04/2007 registered before the Sub- Registrar of Salcete at Margao under registration No.2323 at pages 156 to 190 Book No. I, Volume No.2454 dated 11/05/2007, executed by Shri Rajan Nagesh Lotlikar and his wife Smt Pratibha Rajan Lotlikar, Shri Kiran Vasant Naik and his wife Smt Disha Kiran Naik and Shri Digambar Vasant Kamat and his wife Smt Asha Digambar Kamat sold and transferred THE SAID PROPERTIES in favour of M/s. Bio- Diversity Conservation India Private Limited, a Company incorporated under the Indian Companies Act 1956, having its Registered Office at No.397, 13th Cross, Sadashiv nagar, BANGALORE, 560 080.

AND WHEREAS in terms of Deed of Sale dated 03/05/2012, registered before Sub - Registrar of Salcate at Margao under No. MGO-BK1-02615-2012 dated 03/05/2012 M/s. Bio- Diversity Conservation India Private Limited, sold and transferred PLOT C hereinafter referred to as "SAID PLOT" of THE SAID PROPERTIES under Survey No. 268/3-B of Nuvem Village, admeasuring an area of 3740.00 Square metres more particularly described in the SCHEDULE II herein in favour of Sumit Woods Private Limited, by virtue of Fresh Certificate of Incorporation upon Conversation from Private Company to Public Company dated 6th day of February, 2018 has changed to 'Sumit Woods Limited' (the Promoter herein).

Thus the Promoters became absolute owners in possession of the SAID PLOT more particularly described in SCHEDULE II.

AND WHEREAS THE PROMOTERS under a scheme of development is developing the SAID PLOT by constructing thereon ROW HOUSES / DUPLEX BUNGALOWS / APARTMENTS known as "SUMIT BELLS, PLOT C" with certain value added facilities such as Society office, Garden and other usual standard essential features, as may be approved by the concerned authorities.

AND WHEREAS Office of Additional Collector II, South Goa issued Conversion Sanad to the SAID PLOT under No.AC-II/CONV-88/2007 dated 10/09/2007 as amended from time to time.

AND WHEREAS Town & Country Planning Department, South Goa issued a Technical Clearance Order under reference No. TPM/17773/Nuvem /268/3-B/2015/1386 dated 23/03/2015 as amended from time to time for construction of residential row bungalows on THE SAID PLOT.

AND WHEREAS the Office of Village Panchayat of Nuvem issued construction License under No. VP/NUV/BL/2015-16/05 dated 06/07/2015 as amended from time to time, which is valid for three years for construction of residential bungalows on the SAID PLOT.

AND WHEREAS The ALLOTTEE/S herein clearly understand and agrees that construction of the residential Premises as stated herein shall constitute the overall development of the SAID PLOT as a single entity which inter-alia includes facilities such as Compound wall, play area, Garden, planned and regulated entry/exit, etc, as may approved by the Concerned Authority/ies. to the SAID PLOT for ultimate beneficial use and enjoyment of the facilities to all the prospective Allottees under the scheme of development.

AND WHEREAS the Promoters are entitled and enjoined upon to construct Row House / Duplex Bungalow / Apartment on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters as per their Scheme of Development is taking up the construction of Row House / Duplex Bungalow / residential Premises in the SAID PLOT as per the plan annexed herein.

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

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

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

AND WHEREAS the Promoter has proposed to construct on the project land several Row House / Duplex Bungalow / Apartment consisting of Ground + 1 upper floor in the said project known as **“SUMIT BELLS, PLOT C”**.

AND WHEREAS upon completion of the said scheme proposed to be constructed being named as **“SUMIT BELLS, PLOT C”**.

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

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

AND WHEREAS by virtue of the Deed of Sale the Promoter has sole and exclusive right to sell the Row House / Duplex Bungalow / Apartment to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Row House / Duplex Bungalow / Apartment to receive the sale consideration in respect thereof;

AND WHEREAS The ALLOTTEE/S approached the Promoters agreeing to finance for the construction of SAID PREMISES, to be constructed on the SAID PLOT and the said entire scheme known as **“SUMIT BELLS, PLOT C”** and more particularly described in SCHEDULE III.

AND WHEREAS The ALLOTTEE/S has approached the Promoters after having seen and verified the **“SCHEME OF DEVELOPMENT”** of the SAID PLOT for the purchase of **ROW HOUSE / DUPLEX BUNGALOW / APARTMENT No. _____ admeasuring _____ Sq. mtrs carpet area** alongwith the balcony/verandah appurtenant to the said Row House admeasuring _____ sq. mtrs carpet area constructed in the said plot of **“SUMIT BELLS, PLOT C”** (hereinafter referred to as said Row House / Duplex Bungalow / Apartment) with/without the right to car parking space (the exact number and location to be allotted latter) and the said ROW HOUSE / DUPLEX BUNGALOW / APARTMENT is duly identified in the plan annexed as **‘Annexure - B’**, hereinafter referred to as said ROW HOUSE / DUPLEX BUNGALOW / APARTMENT.

AND WHEREAS the "carpet area" means the net usable floor area of an Row House / Duplex Bungalow / Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row House / Duplex Bungalow / Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Row House / Duplex Bungalow / Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Row House / Duplex Bungalow / Apartment.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Form I and XIV or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Row House / Duplex Bungalow / Apartment are constructed or are to be constructed have been annexed hereto and marked as 'Annexure - C'.

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

AND WHEREAS the copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the ROW HOUSE / DUPLEX BUNGALOWS / APARTMENT and open spaces are proposed to be provided for on the said project.

AND WHEREAS the specifications of the ROW HOUSE / DUPLEX BUNGALOW / APARTMENT agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been described in **Schedule V** hereunder written.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Row House/ Duplex Bungalow / Apartment 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 constructed premises, as the case may be.

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 Row House/ Duplex Bungalow / Apartment 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 Promoters has accordingly commenced construction of the said Row House / Duplex Bungalow / Apartment in accordance with the said proposed plans.

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 lumpsum sale consideration of the Row House / Duplex Bungalow / Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth 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 Goa under No.PRGO06180472.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Row House/ Duplex Bungalow / 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 said ROW HOUSE / DUPLEX BUNGALOW / APARTMENT.

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

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

1. The Promoters shall construct the said Row House / Duplex Bungalow / Apartment consisting of Ground + 1 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.
2. 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 ROW HOUSE / DUPLEX BUNGALOW / APARTMENT of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Row House / Duplex Bungalow / Apartment No. _____ admeasuring _____ sq. mtrs carpet area** alongwith the balcony / verandah appurtenant to the said Row House / Duplex Bungalow / Apartment admeasuring _____ sq. mtrs carpet area, consisting of Ground + 1 upper floor of **"SUMIT BELLS, PLOT C"** project (hereinafter referred to as **SAID PREMISES/ Row House/ Duplex Bungalow / Apartment "**) as shown in the Floor plan thereof hereto annexed and marked **'Annexure - B'** without / with right to use car parking space (the exact number and location to be allotted latter) for the lumpsum consideration of **Rs. _____/-(Rupees _____ Only)** which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common / limited areas and facilities which are more particularly described in the **Schedule VI** hereunder written. The Allottee hereby agree/s and undertake/s to pay to THE PROMOTER said lumpsum purchase price in instalments as stated more particularly in the **SCHEDULE IV** hereunder written. The time for payment of each of the instalments shall be the essence of the contract.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Row House / Duplex Bungalow / Apartment.
5. 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 be applicable on payments.
6. THE PURCHASER/ ALLOTEE to whom a stilted car parking area/slot is provided by THE PROMOTERS shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the Row House / Duplex Bungalow / Apartment owned by THE PURCHASER/ ALLOTEE, without the written permission of THE PROMOTERS. THE PURCHASER/ ALLOTEE agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at their own cost by THE PURCHASER/ ALLOTEE to the satisfaction of THE PROMOTERS.

7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Row House/ Duplex Bungalow / Apartment is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
8. 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.
9. 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 Row House/ Duplex Bungalow / Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Row House / Duplex Bungalow / Apartment.
10. 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 Row House/ Duplex Bungalow / Apartment to the Allottee and the common areas to the society/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 as agreed upon. ("Payment Plan").
11. THE PROMOTER hereby declares that THE PROMOTER has planned to utilize maximum Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. THE PROMOTER has disclosed the maximum floor Space Index as permitted by concerned authorities be utilized by him on the project land in the said Project and THE PURCHASER/ ALLOTEE has agreed to purchase the SAID Row House / Duplex Bungalow / Apartment based on the proposed construction and sale of Row House / Duplex Bungalow / Apartment to be carried out by THE PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to THE PROMOTER only.
12. If the Promoter fails to abide by the time schedule for completing the project and handing over the Row House/ Duplex Bungalow / Apartment 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 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.
13. Without prejudice to the right of promoter to charge interest as mentioned in this presents, 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, etc.) and on the allottee committing default 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/or 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.

14. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall forfeit 10% of the amount so paid to the Promoter and refund the balance amount to the Allottee (subject to adjustment and recovery of any agreed liquated damages or any other amount which may be payable to promoter) out of the instalments of sale consideration of said ROW HOUSE / DUPLEX BUNGALOW / APARTMENT which may have till then have been paid by Allottee to the Promoter.
15. On the Promoters terminating this Agreement under this clause, the Promoters shall be at liberty to allot, sell and dispose of the SAID PREMISES to any other person/s of their choice as the Promoters deem fit, and for such consideration as the Promoters may determine and the Purchaser/s shall not be entitled to question this act of The Promoters or to claim any amount from the Promoters by way of compensation or otherwise.
16. Without prejudice to the Promoters other rights, under this Agreement and/or in law, THE PURCHASER/S shall be liable, at the option of the Promoters to pay to the Promoters interest at the rate of as specified in the RERA Rules on all amounts due and payable by THE PURCHASER/S under this Agreement, if any such amount remains due and unpaid for seven days or more.
17. The Promoters shall have control over the SAID PREMISES being the owner thereof till such time the payment of the entire amount which THE PURCHASER/S is/are or may be found liable to pay to the Promoters under the terms and conditions of this Agreement is realized.
18. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like on or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Row House / Duplex Bungalow / Apartment as are set out in **Annexure '____'**, annexed hereto.
19. The Promoter shall give possession of the Row House / Duplex Bungalow / Apartment to the Allottee on or before **31st December, 2019**. If the Promoter fails or neglects to give possession of the Row House / Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment with interest at the same rate as mentioned in RERA rules 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 Row House/ Duplex Bungalow / Apartment on the aforesaid date, if the completion of building in which the Row House/ Duplex Bungalow / Apartment is to be situated is delayed on account of:-

- a. Non-availability of steel, cement, other Building material, water or electric supply.
 - b. War, Civil Commotion fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God.
 - c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property.
 - d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.
 - e. Economic downturn.
 - f. Any other eventuality which is beyond our control including our precarious financial condition and / or economic downswing in real estate or any other industry, and
 - g. Any other force majeure circumstances or conditions or other causes beyond our control of or unforeseen including strikes or agitation by our workers or laborers or the workers or laborers of the Contractor or suppliers.
20. Failure to take delivery of the possession SAID PREMISES will not exonerate the PURCHASER/S from their liability to pay the outgoings such as property tax, cesses and other dues and maintenance, etc from the date of the Occupancy certificate.

21. Procedure for taking possession The Promoter, upon virtual completion of ROW HOUSE / DUPLEX BUNGALOW / APARTMENT and/or obtaining the occupancy certificate from the competent authority and the payments made by the Allottee of all the amounts as per the agreement shall offer in writing the possession of the ROW HOUSE / DUPLEX BUNGALOW / APARTMENT to the Allottee in terms of this Agreement to be taken within 15 (15 days) from the date of issue of such notice and the Promoter shall give possession of the ROW HOUSE /DUPLEX BUNGALOW /APARTMENT 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 and outgoings as may determined by the Promoter or association of allottees, as the case may be, from time to time. 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.
22. The Allottee shall take possession of the ROW HOUSE /DUPLEX BUNGALOW /APARTMENT within 15 days of the written notice from the promoter to the Allottee intimating that the said ROW HOUSE /DUPLEX BUNGALOW /APARTMENT are ready for use and occupancy.
23. Failure of Allottee to take Possession of Row house /duplex bungalow /apartment. Upon receiving a written intimation from the Promoter to take possession, the Allottee shall take possession of the row house /duplex bungalow /apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and/or intimated by the Promoter and the Promoter shall give possession of the row house /duplex bungalow /apartment to the allottee. In case the Allottee fails to take possession within the time provided in above clause such Allottee shall continue to be liable to pay maintenance charges property tax, cess and other outgoings maintenance etc. as applicable and the Promoters shall not be liable in any manner in whatsoever, if the Purchaser/s delays taking delivery of the said premises.
24. From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be earlier in point of time, the responsibility for maintenance of the SAID row house /duplex bungalow /apartment, as the case may be, of "SUMIT BELLS, PLOT C" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the carpet area of the row house /duplex bungalow /apartment towards the common amenities provided in the "SUMIT BELLS, PLOT C" shall solely be that of the purchasers.
25. If within a period of five years from the date of handing over the ROW HOUSE / DUPLEX BUNGALOW / APARTMENT to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the ROW HOUSE / DUPLEX BUNGALOW / APARTMENT 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 get such defects rectified by himself.
26. The Allottee shall use the ROW HOUSE /DUPLEX BUNGALOW /APARTMENT or any part thereof or permit the same to be used only for purpose of residence as permissible by the prevailing laws of local authorities as may be made applicable. THE PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-Social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other PREMISES owners in the said "SUMIT BELLS, PLOT C". He shall use the garage or parking space, if any allotted, only for purpose of keeping or parking the Purchaser/s light motor vehicle.
27. The PURCHASER/S shall from the date of possession maintain the SAID PREMISES, the walls, partitions walls, sewers, drains, pipes and appurtenances there to, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/ or common passages, or the compound which may be against the conditions or rule or bye-laws of the Village Panchayat of Nuvem – Salcete - Goa, or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

28. The PURCHASER/S shall (under any circumstances) not let, Sub-let, sell transfer, assign or part with their interest under this Agreement or part with their possession of the SAID PREMISES or parking area until the dues payable by them to The Promoter under this Agreement are fully paid up and that too only if THE PURCHASER/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing of The Promoter.
29. The PURCHASER/S shall permit The Promoter and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any other part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S shall consent, within three days The Promoter giving notice in writing to THE PURCHASER/S to that effect, to attend to all defects, decay and requirements of repair and also for the purpose of repairing any part of the SAID PREMISES and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID PREMISES and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cables and for similar other purposes and for all other purposes contemplated by and under this Agreement.
30. Upon completion of construction and development of the said property in all respects, and receipt of the full payments of the amounts due and payable to them by all purchasers of all premises the promoter shall initiate and assist the purchasers including all the other Premises purchasers in his/her/their capacity as the Promoter (being owner / Developer / Builder / Seller of the SAID PLOT) in facilitating them to form a Society/ Entity/ General Society for owning and/or maintaining the SAID PLOT and in getting conveyed the "SAID PLOT" in the name of the SOCIETY or alternatively in the event the Society/Entity is not formed by the Purchasers, agree to get conveyed the undivided impartibly proportionate share in the "SAID PLOT" corresponding to the extent of the holdings of the respective Premises proportionate to the carpet area in the name/s of each of the individual Purchaser/s and further assist in the formation of General Society for the purpose of maintenance/ upkeep of the buildings and Complex in the SAID PLOT.
31. The decision of the Promoter in this regard shall be final and binding on all the purchaser/s of Premises including THE PURCHASER/S of SAID PREMISES irrespective of the fact that the purchase was made either before or after the formation of the Entity.
32. When the Promoter takes a decision in this matter, the PURCHASER/S and other Premises Purchasers of the SAID PLOT i.e "SUMIT BELLS, PLOT C" shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said Society/ Entity/ General Society and for the Conveyance of the "SAID PLOT" to the Society /Entity /General Society or to accept the conveyance of the undivided impartible and proportionate share in the "SAID PLOT" as stated hereinabove.
33. The PURCHASER/S and the person/s to whom the SAID PREMISES is let sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Society/ Entity/ General Society as may be applicable from time to time (as and when formed).
34. The PURCHASER/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the Promoter and of the other Premises purchaser/s in "SUMIT BELLS, PLOT C".
35. In the event a Society/Entity/General Society is formed and/or registered well before the completion of the Buildings in " SUMIT BELLS, PLOT C" well before the completion of the scheme of development in the Whole Complex, the Society /Entity/ General Society and the PURCHASER/S together with other Premises purchasers shall be subject to the overall authority and control of THE PROMOTERS in

respect of any matter concerning the SAID PLOT or the SAID PREMISES or the said " SUMIT BELLS, PLOT C" or this Agreement.

36. The Promoters shall be in absolute control of unsold Premises in "SUMIT BELLS, PLOT C"
37. All papers pertaining to the admission to the Society /Entity/ General Society and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the Society/Entity/ General Society shall be prepared by the Advocate of the Promoters.
38. All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation execution and registration of Conveyance Deed/Individual sale deed/formation of General society and/or other connected matters shall be borne by The PURCHASER/S and other purchasers of Premises in proportion and to the extent of the carpet area of the Premises purchase by them.
39. THE PURCHASER / ALLOTTEE along with other allottee(s) of row house / duplex bungalow / apartment shall join in forming and registering the Society or Association or a Limited Company, as the case may be, to be known by 'SUMIT BELLS 3 CO-OP. HSG. SOC. LTD.' and if such name is not available than any other name as may be approved by THE PROMOTER and such name shall not be changed at any time in future without the prior written permission of THE PROMOTER and even after the Conveyance is executed in favour of the Society. The covenant contained in this Clause shall be binding upon the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to THE PROMOTER within seven days of the same being forwarded by THE PROMOTER to THE PURCHASER / ALLOTTEE, so as to enable THE PROMOTER to register the common organisation of THE PURCHASER / ALLOTTEE. No objection shall be taken by THE PURCHASER / 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.
40. The Promoter shall upon completion of the said project in all respect and upon receipt of all payments from purchasers 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 Promoter and/or the owners in the project land on which the said Row House/ Duplex Bungalow / Apartment are constructed.
41. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment) of outgoings in respect of the project land and Row House/ Duplex Bungalow / Apartment 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 Row House/ Duplex Bungalow / Apartment 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 by the Promoters, the Allottee shall pay to the Promoters 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 of the Row House/ Duplex Bungalow / Apartment structure of the building or 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 Row House/ Duplex Bungalow / Apartment 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.

42. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- (i) Rs.____/- expenses towards the maintenance of entire project for 12 months.
 - (ii) Rs.____/- as membership of the Society/ Entity General Society
 - (iii) Rs.____/-Legal expenses towards the formation and Registration of the Housing Society.
 - (iv) Rs.____/- towards obtaining the Electricity Connection for the Premises and meter charges.
43. The Allottee shall pay to the Promoter a sum of Rs. 6,000/- 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.
44. The PURCHASER/S agrees and binds himself/ herself/ themselves to contribute to THE PROMOTERS such amount as may be decided by THE PROMOTERS till the formation of the Society/ Entity / General Society and furthermore to the Society / Entity/ General Society such amount as may be decided by the Society / Entity / General Society after its formation as the case may be for the regular upkeep/governance and proper maintenance of the "SAID PLOT " and transfer of the SAID PLOT in favor of the Housing Society and the buildings standing thereon including the maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, lift and caretaker's salary etc. irrespective of the use of these value additions by the owners of the Premises. Accordingly therefore the obligation to pay regularly on the part of THE PURCHASER/S herein shall start from the commencement of the deemed date of possession as stated herein. The Promoters or the Society/ Entity /General Society as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PLOT as they may deem fit and proper depending upon the exigencies of the situation from time to time.
45. It is further agreed by and between the Parties herein that the Promoter shall operate a separate account in Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the Promoters in Trust till such time the Society/ Entity / General Society is formed.
46. The Maintenance charges levied and collected above from the various Purchaser/s including THE PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate the Promoters to operate and effect payment towards maintenance /upkeep as and when required till such time the Society /Entity/ General Society is formed as stated hereinabove.
47. The Promoters shall invest the surplus funds, if any and if available, in the form of fixed Deposits in a Bank and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose as stated herein above.
48. The Promoters hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the Society/Entity / General Society, as the case may be as per the balance amount remaining in the Banker's record along with a certified audited statement of account by The Promoters Auditors.
49. The Promoters also hereby agree to handover the balance amount with him maintained in the Current Account after deductions, if any, after the formation, of the Society/ Entity/ General Society.

50. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, as the case may be, as may be decided by the Promoters, 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.
51. 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 Row House/ Duplex Bungalow / Apartment 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 Row House/ Duplex Bungalow / Apartment 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 society/association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association/Society of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - 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.
52. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Row House/ Duplex Bungalow / Apartment may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Row House/ Duplex Bungalow / Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Row House/ Duplex Bungalow / Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Row House/ Duplex Bungalow / 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 Row

- House/ Duplex Bungalow / Apartment is situated and the Row House/ Duplex Bungalow / Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment is situated, including entrances of the building in which the Row House/ Duplex Bungalow / Apartment is situated and in case any damage is caused to the building in which the Row House/ Duplex Bungalow / Apartment is situated or the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment and maintain the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment is situated or the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment in the compound or any portion of the project land and the building in which the Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / Apartment 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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 Row House/ Duplex Bungalow / 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.
 - xiv. Any development, betterment charges or deposits by whatever name called taxes, charges or outgoing levied by the Village Panchayat Nuverm – Salcete Goa, or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/ sewerage charges, exclusively pertaining to the SAID PREMISES shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.
 - xv. The Purchaser agrees that he / she /they along with other purchaser/s of units shall obtain his / her / their respective electric Connection from the respective Government Department. The Promoter shall provide THE PURCHASER/S with the electrical test report to the effect that the works have - been executed as per Government Regulations, which is sufficient for obtaining electrical connections. The PURCHASER/S shall however be required to pay the amounts to the Promoter prior to taking possession of SAID PREMISES, In case the Promoter is requested by THE PURCHASER/S to obtain electricity connection on behalf of THE PURCHASER/S to the SAID PREMISES.
53. It is hereby specifically agreed and consented to by the PURCHASER/S that the Promoters shall be entitled, and also hereby deemed to have been permitted by THE PURCHASER/S to make such variations and alterations in the Row House / Duplex Bungalow plans or in the layout elevation of the Row House / Duplex Bungalow including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the Row House / Duplex Bungalow, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Scheme as a whole before getting the Occupancy Certificate. It is further agreed and deemed to have been explicitly consented by THE PURCHASER/S that the Promoters shall be entitled to amalgamate the SAID PLOT and use unused FAR in adjacent plot with one or more adjoining properties/Plots and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the SAID PLOT by the prospective purchaser/s of the PREMISES therein and deemed to have been consented by THE PURCHASER/S. The decision of THE PROMOTERS in this regard shall be final and binding on THE PURCHASER/S. The PURCHASER/S hereby gives their express consent to the above and it shall be considered as consent in writing of THE PURCHASER/S required by law.
54. All plans for the "SUMIT BELLS, PLOT C" have been prepared and approval(s)/ construction licensees) with respect to the same have been obtained, on the basis of the survey plans of the SAID PLOT and areas mentioned therein, and the Promoters are expressly entitled to revise the plans/ approval(s)/ construction licensee(s) based on actual site conditions, which shall be construed a final for all purposes.
55. The Promoters have informed the Allottee herein that the Promoter proposes to construct a Fitness Center free of F.S.I., after the registration of society and the said Fitness Centre shall be for the use of all the members of Sumit Bells 1, Sumit Bells 2 and Sumit Bells 3 project.
56. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:-
- i. THE ALLOTTEE / PURCHASER of SAID ROW HOUSE / DUPLEX BUNGALOW / APARTMENT at the time of taking over the possession of SAID ROW HOUSE / DUPLEX BUNGALOW / APARTMENT shall deposit with THE PROMOTERS/VENDORS by cheque drawn in favour of M/s Sumit Woods Ltd. **Rs. _____/- (Rupees _____ Only)** for getting water and electricity connection to SAID ROW HOUSE / DUPLEX BUNGALOW / APARTMENT, as also the cost of the respective meter box likewise cost of pipeline

connecting from mains to respective Row House / Duplex Bungalow / Apartment and the cost of the cable from main electric pole to the meter box will be shared proportionately by all the members.

ii. It is further agreed by and between the parties herein that THE PROMOTERS/VENDORS shall operate a separate account in Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by THE PROMOTERS/VENDORS in Trust till such time the SOCIETY/ ENTITY / GENERAL SOCIETY is formed and handed over.

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

iv. THE PROMOTERS hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the Society/Entity / General Society, as the case may be as per the balance amount remaining in the Banker's record along with a certified audited statement of account by THE PROMOTERS Auditors.

v. THE PROMOTERS also hereby agree to handover the balance amount with him maintained in the Current Account after deductions, if any, after the formation, of the Society/ Entity/ General Society.

57. The Promoters shall be entitled to unilaterally revise the plans and/or specifications relating to:-

- (i) The exterior of "SUMIT BELLS, PLOT C".
- (ii) All common structures/ areas/ amenities in and around the Complex "SUMIT BELLS, PLOT C" including adding/modifying / deleting/ relocating any such structures/ areas/ amenities till the final submission of plans for approval and grant of Occupancy Certificate to be in consonance with the "SAID PREMISES" in the SAID PLOT.
- (iii) The Promoters shall be at liberty, and are hereby permitted by THE PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building as the exigencies of the situation demands and the circumstances of the case may require, so long as the carpet area of the SAID PREMISES is not altered and the Standard Specifications set out hereunder written are not altered.
- (iv) In the event THE PURCHASER/S desires to make any changes or additions within the SAID PREMISES to the Standard Specifications detailed in SCHEDULE V hereafter written, if permitted, by the Promoters subject to the overall approval; of the authorities concerned, it need be, THE PURCHASER/S shall have to pay the additional cost of such changes/additions /alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event the Promoters irrespective of the payment received for carrying out the, extra item of work shall be entitled for sufficient extension of time over and above the time specified in Clause 19 above to deliver the possession of the SAID PREMISES, as changes / additions / alterations requires time and constant personal supervision to monitor the progress of the work.
- (v) In addition to above it has been made clear to THE PURCHASER/S herein and THE PURCHASER/S have consented as an end user, that the extra item of work asked for by them and to be executed by the Promoters as above, shall only be at his/her/their risk, responsibility and functional efficiency of such changes asked for and the Promoters shall not be held responsible or accountable or answerable or called upon either to re-do or re-place the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the PURCHASER/S are a deviation from the standard and time tested design adopted by THE PROMOTERS, under the scheme of development.
- (vi) In the event The PURCHASER/S, either during the subsistence of this Agreement or after taking over the possession of the SAID PREMISES makes any changes or additions in the electrical layout hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the Promoters for the SAID PREMISES , then in such an event the Promoters shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies either in its quality or performance and THE PURCHASER/S shall be solely responsible for the same at their own risk and cost.

58. 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.

59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Row House / Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Row House / 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 are transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
60. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Row House / Apartment he shall not mortgage or create a charge on the Row House / Apartment hereby agreed to be sold and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Row House/ Duplex Bungalow / Apartment
61. **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.
62. **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 Row House/ Duplex Bungalow / Apartment /plot/building, as the case may be.
63. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.
64. **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 Row House/ Duplex Bungalow / Apartment, in case of a transfer, as the said obligations go along with the Row House/ Duplex Bungalow / Apartment for all intents and purposes.
65. **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.
66. **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 Row House/

Duplex Bungalow / Apartment to the total carpet area of all the Row House/ Duplex Bungalow / Apartment in the Project.

67. FURTHER ASSURANCES

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

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

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

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

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

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

68. 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.

69. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease, as may be decided by Promoter, 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.

70. 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

Notified Email ID: _____

M/s SUMIT WOODS LTD.

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 failing 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.

71. 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.

72. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
73. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Goa Rera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
74. GOVERNING LAW
- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Goa courts will have the jurisdiction for this Agreement.

SCHEDULE –I
(DESCRIPTION OF THE SAID PROPERTIES)

ALL THAT property known as “ANUZ SECOND ADDITION” also known as “COPEL BHAT” also known as “ONOXEM” situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143 consisting of three separate survey number namely property surveyed under No.268/3 of Nuvem Village admeasuring 2635.00 Sq. mts (Two thousand six hundred thirty five) Square metres, 268/3-B of Nuvem Village admeasuring 3740.00 (Three thousand seven hundred forty square metres) and 269/5 admeasuring 3050.00 (Three thousand fifty square metres) thus totally admeasuring an area of 9425.00 or thereabouts (Nine thousand four hundred twenty five square metres).

SCHEDULE -II
(Description of the SAID PLOT)

ALL THAT PLOT –C, admeasuring 3740.00 Square metres of the larger property known as “ANUZ SECOND ADDITION” also known as “COPEL BHAT” also known as “ONOXEM” situated at Nuvem within the limits of Nuvem Village Panchayat, Sub- District and Taluka of Salcete, District of South Goa in the state of Goa is not registered in the Land Registration Office but the same is enrolled in the Office of Land Revenue under Matriz No.143. The SAID PLOT is surveyed under survey No. 268/3-B of Village Nuvem and is bounded as under:-

On or towards the East :- By Nalla,

On or towards the West :- By a road under Survey No.268/3-A,

On or towards the North :- By the property of the heirs of Antonio Rosario Gonzaga Alvares, and

On or towards the South :- By the property under Survey No. 268/4.

SCHEDULE -III
(DESCRIPTION OF THE SAID PREMISES)

ALL THAT **ROW HOUSE / DUPLEX BUNGALOW / APARTMENT** No. _____, admeasuring _____ **square meters Carpet Area** along with the exclusive balcony/verandah appurtenant to the said Row House / Duplex Bungalow / Apartment **admeasuring _____ square meters Carpet Area**, consisting of Ground and 1 upper floor with / without the right to use **Car Parking space** (the exact number and location to be allotted latter) in “**SUMIT BELLS, PLOT C**” constructed on “SAID PLOT” more particularly described in SCHEULE No. II above.

SCHEDULE -IV

(The mode of payment of the Purchase Price and other amounts to be paid by the Purchaser/s of the Row House / Duplex Bungalow / Apartment to the Promoters):-

(a)	Rs. 10%	As earnest money on or before execution of this Agreement’
(b)	Rs. 20%	On or before the completion of the Plinth Work. (not exceeding 45%)

(c)	Rs. 20%	On or before the completion of various slabs (Total Payable divide by Number of Slabs).
(d)	Rs. 20%	On or before Commencement of Walling, flooring work.
(e)	Rs. 10%	On or before Commencement of the plaster (Internal or External).
(f)	Rs. 10%	On or before Commencement of Plumbing and Sanitary work.
(g)	Rs. 5%	On or before fixing of Doors & Windows
(h)	Rs. 5%	Within 7 days of the Promoters intimating the Purchaser/s that the said Row House / Duplex Bungalow / Apartment / Unit is ready for Occupation or before the Purchaser/s take/s the possession, whichever is earlier.
Total Rs. 100%		

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

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

MODE OF PAYMENT FOR EXTRA WORKS:

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

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

- SCHEDULE -VI**
(Common Areas and Facilities)
1. Common areas shall include open spaces, common entrances, common passages, lobbies, staircases and landings, and roof terraces.
 2. Common facilities in the layout shall include:-
 - (a) Plumbing lines, sewerage and drainage lines.
 - (b) Fitness Centre, Multipurpose hall, watchman cabin/s.
 - (c) Landscaped open spaces;
 - (d) Internal roads/pathways, compound wall and gates;
 - (e) Internal driveway with street lights;

- (f) Storm water drains, sewerage disposal arrangement and rain water harvesting system (if provided);
- (g) Any other facility and amenities, which form part of the common facilities/amenities in the layout.

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

SIGNED AND DELIVERED BY _____)
the within named THE ‘PROMOTERS’
M/s. SUMIT WOODS LIMITED _____)
(formerly known as Sumit Woods Pvt. Ltd.)

Through its Authorized Signatory:-

(SHRI. DHAIRYSHIL BAPUSAHEB PATIL)

Left hand finger impressions.

Right hand finger impressions.

THE PURCHASER:-

Left hand finger impressions.

Right hand finger impressions.

Witnesses:-

- 1. _____
- 2. _____