

**[FOR CUSTOMERS WHO HAVE BEEN SOLD POST MAY 1, 2017 AND HAVE TO SIGN OLD APPLICATION FORM/ NEW BOOKINGS]**

**[TO BE ATTACHED AS PART THE APPLICATION FORM]**

Date :

To,

\_\_\_\_\_ **COMPANY LTD.**

Office Address :

\_\_\_\_\_  
\_\_\_\_\_

**Sub : Interest of booking of Unit no. \_\_\_\_\_ at Project \_\_\_\_\_ situated at \_\_\_\_\_, through Application Form no. \_\_\_\_ dated \_\_\_\_\_.**

Dear Sir/ Madam,

I/We am/are aware that the Real Estate (Regulation and Development) Act, 2016 ("Act") has been notified and is applicable from May 1, 2017 in India.

I/We am/are aware that the Act and the State Rules mandates that the Company is required to submit its application for registration with the authorities along with necessary documents, within three months period, post May 1, 2017 i.e by 31<sup>st</sup> July 2017. The Company has accordingly informed us that as per the said Act and Rules, the proforma of the sales documents like Application Form, Allotment Letter, Agreement for Sale of the Project to be signed with allottees, shall be submitted to the authorities for their approval. Therefore, the Company shall be able to share the aforesaid revised documents with the customers for execution once they receive the approval from the State RERA Authority.

I/We am/are say that I/we am/are desirous to book a Unit as mentioned hereinabove and have approached the Promoter with the pre-RERA Application Form. I/We am/are aware that these sales documents would be required to be revised in the manner as mentioned above. However, due to personal exigencies we wish to proceed with the pre-RERA Application Form.

We irrevocably and unconditionally confirm that we shall not make the Company accountable and/or liable for the same under the Act and/ or any other applicable laws due to our pre-RERA Application Form and further state we are voluntarily proceeding with this request for execution of the pre-RERA Application Form and booking of the said Unit from our end. We also confirm that we shall be bound by the terms and conditions of the revised sales documents post approval of the State RERA authorities.

Regards,

Customer Name and Signature

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### AGREEMENT FOR SALE

This Agreement (the '**Agreement**') is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

### BY AND BETWEEN

**TATA HOUSING DEVELOPMENT COMPANY LIMITED**, a company governed under the Companies Act, 2013 having its registered office at Times Tower, 12<sup>th</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) represented herein by its authorised signatory, Mr \_\_\_\_\_ (bearing AADHAR Card no. \_\_\_\_\_), major, Indian national, married, son of Mr. \_\_\_\_\_, occupation \_\_\_\_\_ and residing at \_\_\_\_\_ and having contact details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com duly authorized by the Promoter vide Power of Attorney dated 19 February, 2016 executed before the Notary Public at Mumbai of the **FIRST PART**;

### AND

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1. **MR.** \_\_\_\_\_ (hereinafter referred to as "Owner No.1")  
**AND**  
 2. **MRS.** \_\_\_\_\_ (hereinafter referred to as "Owner No.2")

Both an adult, Indian Inhabitants, jointly residing at 701, Anand Towers, Chicalim, Goa, and hereinafter Owner No.1 & Owner No. 2 are jointly referred to as "**Owners**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and permitted assigns) represented herein by its authorized signatory **Tata Housing Development Co. Ltd.**, duly authorized vide a Power of Attorney dated 16<sup>th</sup> March, 2015 registered with the Sub Registrar of Assurances at Mormugao under Registration Sr. No. 371, herein represented by Mr \_\_\_\_\_ (bearing AADHAR Card no. \_\_\_\_\_), major, Indian national, married, son of Mr. \_\_\_\_\_, occupation \_\_\_\_\_ and residing at \_\_\_\_\_ and having contact details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com duly authorized by the Promoter vide Power of Attorney dated 19 February, 2016 executed before the Notary Public at Mumbai of the of the **SECOND PART**;

**AND**  
**(FOR INDIVIDUALS)**

Mr./Ms./Mrs. \_\_\_\_\_, major, Indian national, married, son/daughter of Mr. \_\_\_\_\_, residing at \_\_\_\_\_ having Income tax PAN No. \_\_\_\_\_ and bearing AADHAR Card no. \_\_\_\_\_ and having contact details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com

**OR**  
**(FOR FIRMS)**

M/s. \_\_\_\_\_ a partnership/ proprietorship firm duly registered and having its office at \_\_\_\_\_ through its Authorised Signatory Partner/ Sole Proprietor Mr./ Ms./ Mrs. \_\_\_\_\_ (bearing AADHAR Card no. \_\_\_\_\_) R/o \_\_\_\_\_ and having contact details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com having Income tax PAN No. \_\_\_\_\_.

**OR**  
**(FOR COMPANIES)**

M/s. \_\_\_\_\_, a Company duly registered under Companies Act, 1956 and functioning under Companies Act 2013, having its registered office at \_\_\_\_\_ and PAN No. \_\_\_\_\_ through its duly Authorized Signatory Mr./ Ms./ Mrs. \_\_\_\_\_ (bearing AADHAR Card no. \_\_\_\_\_) and having contact details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com authorized by board resolution dated \_\_\_\_\_

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**JOINTLY WITH\***

Mr./Ms./Mrs. \_\_\_\_\_, major, Indian national, married,  
 son/daughter of Mr. \_\_\_\_\_, residing at  
 \_\_\_\_\_ having Income tax PAN No.  
 \_\_\_\_\_ and bearing AADHAR Card no. \_\_\_\_\_ and having contact  
 details as Ph + 91- \_\_\_\_\_ and email address : \_\_\_\_\_@\*\*\*\*.com.

\*(To be filled up, if the allotment is in the joint names)

# (Strike out whatever is not applicable)

hereinafter jointly and severally referred to as the '**Purchaser(s)**' (which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/its heirs, executors, administrators, successors and legal representatives and permitted assigns) of the **THIRD PART**.

Promoter and Purchaser(s) are hereinafter individually referred to as the 'Party' and collectively referred to as the '**Parties**'.

**WHEREAS**

- A.** There exists a landed property without special denomination commonly known as "Aframento" admeasuring 19,525 square metres bearing survey No. 215/1 situated at Village Sancoale, Taluka Mormugao described in the Land Registration Office under No. 44453 at pages 15V of Book No.116, New series, (hereinafter referred to as "said Property") more particularly described in the Schedule hereunder written which is shown as delineated by black colour boundary line in the plan annexed hereto and marked as **"ANNEXURE A"**.
- B.** By and under Sale Deed dated 2<sup>nd</sup> August 2010 duly registered with the office of the Sub-Registrar of Assurances at Mormugao under Serial No. S.No.1461/10 dated 2<sup>nd</sup> August 2010 the Owner No.1 herein has purchased the said Property for consideration and on the terms and conditions mentioned therein;
- C.** In view of the aforesaid, the Owner No.1 is the lawful and exclusive owner in possession of the "said Property" and has clear and marketable right to the "said Property".
- D.** Pursuant to the customary laws in Goa, a spouse gets joint ownership rights in all the assets owned, hence the Owner No. 2 herein being wife of the Owner No. 1 has equal right and interest in the said Property. Hence both of them are jointly referred to as the said Owners;
- E.** The Owners have obtained the conversion of the said Property into Non-Agricultural use, vide Sanad dated 25<sup>th</sup> July 2011 bearing No. COL/SG/CONV/48/2011/7082 and the same is valid and subsisting as on date;
- F.** The Owners herein, being desirous of developing the said Property have executed a Joint Development Agreement dated 16<sup>th</sup> March, 2015 registered with the Sub Registrar of Assurances at Mormugao under Registration Sr. No. 370, (hereinafter referred to as the "said Joint Development Agreement") with Tata Housing Development Company Limited, therein referred to as Tata Housing and herein referred to as the Promoter being party of the First Part.
- G.** The Owners have in addition to the said Joint Development Agreement also executed a Power of Attorney dated 16<sup>th</sup> March, 2015 in favour of the Promoter herein for the development of the said Property. The Power of Attorney is registered with the Sub

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Registrar of Assurances at Mormugao under Registration Sr. No. 371 (hereinafter referred to as the "**said POA**").

- H.** Under the said Joint Development Agreement and said POA, the Owners have authorised and permitted the Promoter to sell and transfer on ownership basis, the various flats, apartments, tenements, units, premises as also allot parking spaces in the building/s/blocks to be constructed by the Promoter at its own cost on the said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same. The said Agreement also inter alia provides that on completion of development of the said Property or portions thereof from time to time, the Promoter alone will be entitled to hand over possession of the various flats, apartments, tenements, units, premises constructed/provided thereon to the prospective purchasers, lessees and other transferees thereof at the risk and responsibility of and as desired or directed by the Promoter.
- H.** The Parties shall do all such acts, deeds and things and render all possible assistance to each other as may be necessary and expedient to facilitate the development of the said Property by Promoter, including execution of this Agreement and registering the same with the concerned registration.
- I.** Pursuant to the right and authority given to it by the Owners under the said Joint Development Agreement as aforesaid, the Promoter is now constructing and developing a project to be known as "Goa Paradise" (hereinafter referred to as "**the said Project**") in a phased manner on a portion of the said Property, subject to statutory exemptions (if any) and shall be consisting of approximately 14 multi storied residential buildings/blocks comprising of 1 stilt, 2 podium levels + 8 upper floors in each buildings/blocks (hereinafter referred to as "**the said Building/s**") and more particularly shown on the proposed layout plan of the said Property with outline of building/ blocks within the Complex Plan and marked as **ANNEXURE "B"** annexed hereto.
- J.** The Promoter has conveyed, explained and made it specifically clear to the Purchaser(s) and the Purchaser(s) has expressly understood the changes which may take place, that the Promoter may have to change the layout plan/ building plan or construct additional building/s thereon at its sole discretion and/ or the layout plan/building plan may also change due to any directions / conditions imposed by the concerned Local authorities (defined hereinafter) at any stage, which shall, then be binding on the Purchaser(s) and the Purchaser(s) hereby confirms that it shall not be necessary on the part of Promoter to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes as long as it does not affect the area of the Flat sold hereunder. The building plans/ layout plan along with construction of additional building/s on the said Project and the Complex as may be amended and approved from time to time. The Promoter shall be providing Club House, swimming pool landscaping garden earmarked, etc. in addition to the said Building/s.
- K.** The Owners have entered into a standard agreement with its Architect, viz. Mr Kundan Prabhu (hereinafter referred to as "**the Architect**"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Owners have appointed a structural engineer for the preparation of the structural design and drawings of the said Building/s, and the Owners/Promoter

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accepts the professional supervision of the Architect and structural engineer till the completion of the said Building/s.

- L.** The Owners have informed that the said Property falls under C-1 zone with permissible FAR 200%. The permissible development of the said Property is residential, commercial, retail and club and the Owners have got all necessary approvals and sanctions from the concerned local authority, including the Sanad, bearing ref no. COL/SG/CONV/48/2011/7082 dated 25 July, 2011 issued by Collector, South Goa Dist, Development Permission bearing ref no. MPDA/7-B-92/2013-14/63 dated 12<sup>th</sup> April, 2013 issued from Marmugao Planning and Development Authority and Construction License bearing ref no. Construction License No. 27/ 2013-14 dated 30<sup>th</sup> April, 2013 issued from the Office of Village Panchayat at Sancole annexed and marked collectively **ANNEXURE "C - COLLY"** hereto (hereinafter referred to as "**the said Permissions**"). The said approvals and sanctions have plans, designs, specifications, elevations, sections and details of the said Building/s, and while approving sanctioning the same the said Local Authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and constructing the said Building/s, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said Building/s shall be granted by the said local authority. The Promoter has under its said obligation, commenced construction of the said Building/s in accordance with the said plans, designs and specifications.
- M.** The Purchaser/s have applied to the Promoter for allotment to the Purchaser/s of Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr. of Carpet Area or thereabouts equivalent to \_\_\_\_\_ sq. ft. of Carpet Area or thereabouts (inclusive of balcony/ies, if any) on the \_\_\_\_\_ floor (hereinafter referred to as "**the said Flat**") of the Block No. \_\_\_\_\_(hereinafter referred to as "**the said Building**") in the Complex, as shown in the floor plan hereto annexed and marked as **ANNEXURE "D"**, more particularly described in **SECOND SCHEDULE** written hereunder for the Sale Consideration of Rs.\_\_\_\_\_/ (Rupees\_\_\_\_\_ only) including club house development charges as set out in the payment plan **ANNEXURE "E"** annexed hereto subject to payment of other list of other charges being listed out in **ANNEXURE "F"** annexed hereto along with the list of outgoings as **ANNEXURE "G"**. This is exclusive of all taxes, charges, levies, cess, stamp duty charges, registration charges etc.
- Relying upon the aforesaid application for an effective and complete use of the said Apartment, the Promoter has agreed to permit the Purchaser(s) for use \_\_\_\_\_ open /covered Car park space and the same shall be earmarked for the Purchaser(s) and shall be governed by the scheme of development as detailed in Article 3 of this Agreement.
- N.** Relying upon the aforesaid application, Promoter has agreed to allot and sell to Purchaser(s), the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- O.** The Purchaser(s) demanded from the Promoter and the Promoter have given inspection to the Purchaser(s), of all the documents of title, plans, specifications, approvals, permissions relating to the said Property described in the First Schedule hereunder written, which entitles the Promoter to allot the said Flat constructed on the basis of plans, designs and specifications of the said Building/s prepared by the Architect and of such other documents. The Purchaser(s) are satisfied with the title documents furnished by the Promoter. Purchaser(s) has/ have appraised himself of the applicable laws,

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notifications and rules applicable to said Property and the said Flat and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard;

- P.** Copies of the Due Diligence Report dated 9<sup>th</sup> March, 2015 issued by D.H. Law Associates Advocates and Solicitors of the Promoter, and the relevant Form I&XIV dated 1<sup>st</sup> October, 2010 issued Mamlatdar of Mormugoa Vasco da Gama, showing the name of the Owner/s to the said Property described in the First Schedule hereunder written on which the said Building/s are being constructed is annexed hereto and marked **ANNEXURE "H"**.
- Q.** On or before the execution of these presents, Purchaser(s) has/ have paid to Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the Sale Consideration, the payment and receipt whereof the Promoter hereby admits and acknowledges and Purchaser(s) has/have agreed and undertaken to pay to Promoter the balance of the agreed Sale Consideration in the manner mentioned in this Agreement and as per Annexure E.
- R.** Purchaser(s) has represented and warranted to the Promoter that Purchaser(s) has the power, competence and authority to enter into and perform this presents and has clearly understood his rights, duties, responsibilities and obligations under this presents.
- S.** The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

**NOW THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

#### **1.1 DEFINITIONS**

- 1.1.1 "Agreement"** shall mean this Agreement for Sale, which is executed by and between Promoter and Purchaser(s).
- 1.1.2 "Booking Money"** shall mean the amount paid at the time of application for booking of the said Apartment.
- 1.1.3 "Cancellation Process"** shall mean the detailed process of cancellation as explained in Article 4.4 (d) and (e).
- 1.1.4 "Carpet Area"** shall mean the net usable floor area of the Flat including balcony area (if any) excluding that covered by the walls, or any other areas specifically exempted from floor area ratio computation under Development Control Regulations.
- 1.1.5 "Club":** Club shall mean the community centre building as approved by the local authorities.
- 1.1.6 "Common Areas"** shall mean the areas in the Project and/or Complex, which are used

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for common use.

- 1.1.7 "Date of Possession"** shall have meaning ascribed to it as mentioned in Article 5.2(a) of this Agreement.
- 1.1.8 "Earnest Money"** shall mean 15% of Sale Consideration as defined hereinafter.
- 1.1.9 "Installment/s"** shall mean the Sale Consideration to be paid as per the installment/s detailed out in the Annexure E.
- 1.1.10 "Maintenance Agency"** shall mean the agency appointed by Promoter for carrying out the day to day maintenance and upkeep of the common areas of Project and/or Complex or appointed by Promoter for the upkeep and maintenance of the equipment/s installed for the Project and/or Complex.
- 1.1.11 "Maintenance Agreement"** shall mean the agreement, which being executed with Maintenance Agency for the purposes of providing the Maintenance Services for the common areas of Project and/or Complex.
- 1.1.12 Maintenance charges and Maintenance Deposit** shall mean lump sum advance maintenance charges and maintenance deposit as described to it in Article 6.2 of this Agreement.
- 1.1.13 "Services"** shall mean the facilities provided by the Maintenance Agency in accordance with the terms of the Maintenance Agreement executed between Promoter and the Maintenance Agency.
- 1.1.14 "Show Flat"**: shall mean an Flat constructed on the said Property the dimensions and specifications of which may not be identical with the said Flat.
- 1.1.15 "Statutory Authorities"**: Statutory Authorities shall mean and include the Central and State Government, government and quasi-government body(s), agency(s), authority(s), undertaking(s) etc. whether State or Central, and includes all statutory and local body(s), agency(s), authority(s), undertaking(s) etc. governing the development, transfer or maintenance of said Flat and/or Project and/or Complex.
- 1.1.16 "The said Flats"** shall mean all the Flats/units/premises constructed in the Project.
- 1.1.17 "The said Organisation"** shall mean the society /condominium/ association/ organization / company formed of the owners /purchasers /unit holders of the Flats in the Project.
- 1.1.18 "Unilateral Cancellation Process"** shall mean the cancellation process unilaterally enforced by the Promoter upon failure of the Purchaser(s) to come forward to execute and register the Deed of Cancellation and as further explained in Article 4.4 (g).

## 1.2 INTERPRETATION

- 1.2.1 This Agreement shall be binding upon the Parties. Nothing contained herein shall be construed to provide any benefit to any person not a party to this Agreement except as expressly provided for herein.
- 1.2.2 The singular includes the plural and vice versa and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and vice versa.
- 1.2.3 Any reference to any gender includes the other gender.
- 1.2.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 1.2.5 Any reference to an article, section, appendix, clause, sub-article, sub-clause, paragraph, sub-paragraph, schedule or recital is a reference to an article, section,

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appendix, clause, sub-clause, paragraph, sub-paragraph, schedule or recital of this Agreement.

- 1.2.6 Any reference to this Agreement, (a) shall include all appendices, exhibits and schedules hereto and (b) shall be a reference to this Agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time.
- 1.2.7 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and amendments or re-enactments of any of them;
- 1.2.8 Any reference to "writing" includes printing, typing, lithography, email, fax and other means of reproducing words in visible form.
- 1.2.9 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole.
- 1.2.10 The term, "including" shall mean "including, without limitation".
- 1.2.11 Where the consent or approval of a Party to this Agreement is required hereunder to any act, deed, matter or thing such requirement shall in the absence of any express stipulation to the contrary herein mean the prior consent or approval (as the case may be) in writing.
- 1.2.12 The headings of various clauses, articles and sections in this Agreement are inserted for convenience and reference only and shall not affect the construction of the relative provisions.

**ARTICLE 2  
FLAT**

- 2.1 The Promoter hereby agrees to sell / convey / transfer/ assign and the Purchaser(s) hereby agrees to purchase and acquire the said Flat being residential unit no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr. of Carpet Area equivalent to \_\_\_\_\_ sq. ft. (inclusive of balcony/ies if any) (consisting of \_\_\_\_\_ )/\_\_\_\_\_ ) on the \_\_\_\_\_ floor \_\_\_\_\_ in \_\_\_\_\_ Building/Block No. \_\_\_\_\_ in the said Project , as shown in the floor plan hereto annexed and marked as **ANNEXURE "D"**, more particularly described in **SECOND SCHEDULE** hereunder written in favour of Purchaser(s).
- 2.2 Right to use \_\_\_\_\_ open /covered car parks spaces shall be earmarked for the PURCHASER(S) and shall be governed by the scheme of development as detailed in Article 3 of this Agreement.
- 2.3 The fixtures and fittings to be provided by the Promoter in the said Apartment and in the said Building are those that are set out in **Annexure "I"** attached hereto.

**ARTICLE 3  
PARKING SPACE**

- (a) Earmarking of specific car parking space will be done at the time of giving possession of the said Flat and the Purchaser(s) shall not have any objection to the same. Each allotted car parking space will entitle the Purchaser(s) the right use and park only one vehicle. In case of transfer of the said Flat, the right to use car parking space shall be automatically

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transferred along with the said Flat. The right to use car parking space under no circumstances is separately transferable.

This right to use car parking space shall not confer upon the Purchaser(s) any right of ownership of the space on which such parking facility is provided. Un-earmarked car parking space, if any, shall continue to belong and remain in possession of the Promoter. It shall be the discretion of the Promoter to earmark these un-earmarked car parking spaces as it may decide, at its sole discretion.

- (b) The Purchaser(s) agree/s that car parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The car parking right shall be an integral part of the said Flat and it cannot be detached from the said Flat.
- (c) The Purchaser(s) shall not be entitled to sell / deal with the said car parking/s independent of the said Flat and it shall stand automatically transferred along with the transfer of the said Flat. All articles and clauses of this Agreement and Deed of Apartment/Sale Deed, when executed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the car parking/s, wherever applicable. The Purchaser(s) agrees that all such reserved car parking spaces allotted to all occupants shall not form part of common areas of the said Building.

#### **ARTICLE 4 SALE CONSIDERATION**

- 4.1 That Purchaser(s) agrees to pay to the Promoter for the purchase of the said Flat an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) including club house development charges (hereinafter referred to as the 'Sale Consideration') along with all such payables as per the payment plan annexed as **ANNEXURE "E"**, (payment Plan) being the Sale Consideration for the said Flat. Amounts payable as other charges are as set out in "**Annexure F**" along with the list of outgoings annexed hereto as "**Annexure G**". All amounts and outgoings as reflected in Annexure F and Annexure G are hereinafter referred to as the said "**Additional payments**". All stamp duty, registration charges, taxes, levies, cess etc. as may be applicable is exclusive of these amounts and outgoings.

The amounts mentioned in the Annexure F and Annexure G as Additional Payments are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to inflation, demand by statutory authority and/ or otherwise, any shortfall shall be borne and paid by the Purchaser within 30 (thirty) days from receipt of the Promoter written intimation in this regard. These amounts are not inclusive of consumption of water, fuel, powers etc. for the Apartment/ Building/Complex/ Project for common areas, electricity, facilities and amenities, which shall be separately charged and payable by the Purchaser(s) on a monthly basis to the Promoter, without demur or delay thereof.

It is hereby expressly clarified, agreed and understood that in the event of there being

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any retrospective or prospective increase in the amounts mentioned in the said Additional Payments, and/or any other additional amounts/deposits/charges/levies which are not referred to therein becomes payable, for any reason, then the Purchaser(s) shall be liable to bear and pay the same within on or before the date mentioned in the intimation/ demand letter issued by the Promoter in this regard.

Sale Consideration and the said Additional Payments as mentioned hereinabove is exclusive of any taxes, charges, levies, cess, assessments and all other impositions which may be levied by local authority and said Statutory Authorities, any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax, tax deductible at source(TDS) and any other taxes, both present and future, as may be applicable from time to time, shall be separately charged and recovered from the Purchaser(s).

**Charge Infrastructure cost** : Any other additional cost for providing infrastructure to the said Project as may be imposed by the authorities or incurred by Promoter, as communicated by Promoter from time to time shall be paid by Purchaser(s) and the Purchaser(s) agrees and undertakes to pay the same when demanded without any dispute in that behalf.

**4.2 Monies received:**

The Purchaser(s) has paid on or before execution a of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being earnest money/part payment till the execution of these presents for purchase of the said Flat to Promoter (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The Purchaser(s) agree/s to pay the balance Sale Consideration as per the Payment Plan - **ANNEXURE "E"** herewith.

**4.3 Infrastructure Development Charges**

The Development Charges for the development in the Project which is to be provided by the Promoter and the same will be charged on pro rata basis from all the Purchaser(s) (taxes extra as applicable), on the basis of the rate fixed by the Promoter and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Promoter and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation / demand letter issued by Promoter. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

**4.4 Failure/Delay in Payment**

(a) Purchaser(s) agree/s that **15% (Fifteen Percent only)** of the Sale Consideration shall be treated as Earnest Money to ensure fulfillment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Consideration as provided in the payment plan along with Additional payments and applicable stamp duty, registration fee, other charges, outgoings, taxes, levies etc. on or before the due date or as and when demanded by Promoter, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this

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Agreement.

Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Promoter and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Promoter may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).

(b) Payment of Installment and all other applicable dues shall have to be made within due dates as would be mentioned in the letter(s) of the Promoter to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due date. The Promoter may, at its sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments given in **ANNEXURE "E"** but on condition that the Purchaser(s) are liable to pay interest on the amount due as under:-

- (i) Interest @ **15% (Fifteen Percent)** per annum shall be paid on the amount due which shall be calculated for the first period of 60 days from the date on which the amount was due till the date of payment (both days inclusive).
- (ii) Interest @ **18% (Eighteen Percent)** per annum shall be paid on the amount due which shall be calculated for the period beyond 60 days from the date on which the amount was due, till the date of payment (both days inclusive).

It is expressly agreed by the Purchaser(s) that exercise of discretion by the Promoter in the case of any purchaser of the residential units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other purchasers.

However, it is agreed between the Parties that on all amounts received, the Promoter shall first adjust towards the interest payable if any, on the previous installment/s, taxes, charges, levies etc. due and payable on previous Installment, thereafter towards the current Installment due along with taxes as may be applicable to the current Installment and finally towards interest if any, accrued on delayed payment/s of the current installment.

- (c) Upon non-receipt of the Installment within due date, Promoter shall issue a notice to Purchaser(s) to pay the amounts due within 60 (sixty) days of due date, after which Promoter shall issue cancellation letter intimating the Purchaser(s) of cancellation of booking and termination of the Agreement. Purchaser(s) shall be liable to pay the due amount with interest accrued thereon as prescribed under Article 4.4(b) herein.
- (d) In addition to Purchaser(s)' liability to pay interest as mentioned hereinabove, Purchaser(s) shall also be liable to pay and reimburse to Promoter, all the costs, charges

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and expenses whatsoever, which are borne, paid and/or incurred by Promoter for the purpose of enforcing payment of and recovering from Purchaser(s) any amount/s or due/s whatsoever payable by Purchaser(s) under this Agreement.

However, if the Installments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Promoter shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be unilaterally cancelled and terminated at the sole, absolute and unfettered discretion of Promoter. Thereafter, Promoter will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation as mentioned in Article 4.4 (e ) the Promoter shall refund the monies paid by Purchaser(s) without interest subject to forfeiture of following sums:

- i) Booking Money or the amounts paid till date whichever is higher subject to a maximum of **15% (fifteen percent)** of the Sale Consideration. Taxes, cess, levies, charges etc. paid on all such amount shall not be refunded back to the Purchaser(s);
  - ii) Total interest accrued on account of default/delay in payment of the installment/s and other charges as per the payment schedule calculated till date of the issuance of the cancellation/termination letter.
  - iii) Amount of penalty (including taxes) for dishonor of cheque, if any, paid by Purchaser(s) under this Agreement.
  - iv) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be leviable by any appropriate authorities would include (but not limited to), taxes like value added tax, works contract tax, service tax and any other tax.
  - v) All amount (including taxes) paid as brokerage fee to any broker, channel partner, institution etc. by the Promoter in respect of the booking of the Purchaser(s).
  - vi) All other charges, costs, amount etc. as may be applicable including unpaid costs, charges, outgoings, expenses etc. as applicable from the Offer of Possession, along with interest due for such defaulted or delayed payment as prescribed hereinabove, calculated till date of issuance of cancellation/termination letter (as may be applicable).
- (e) Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Flat or on the amount paid till such time. The balance amount shall be refunded back to Purchaser(s) without any interest, within three (3) months of the date of registration of the execution of the Deed of Cancellation and/or any other agreement/document/papers signed by the Purchaser(s) in format as may be given and called upon by the Promoter. The Purchaser(s) shall be liable to bear the stamp duty and registration charges towards such execution of the Deed of Cancellation (if

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applicable). Thereafter, the Promoter shall hand deliver or dispatch of said refund cheque/demand draft/pay order by registered post/speed-post to the last available address with Promoter as appearing in the recitals mentioned hereinabove. In the event if the Purchaser(s) is untraceable and/or unreachable at his last mentioned address and contact details or the Purchaser(s) refuses to come forward and execute the Deed of Cancellation and/or any other agreement/document/papers and accept the refund amount, in such cases the Promoter shall place the refund amount in an interest bearing escrow account of a Nationalized Bank. This shall be full and final discharge of all obligation on the part of Promoter or its employees and Purchaser(s) will not raise any objection or claim on Promoter in this regard. However, the Promoter may at its sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Flat has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be required by the Promoter. The Promoter may at its sole discretion waive the breach by Purchaser(s) for not paying the Installments as per the payment plan but such waiver shall not mean any waiver in the interest amount and Purchaser(s) have to pay the full amount of interest due.

- (f) Upon the cancellation of the booking, Promoter shall be at a liberty to sell or otherwise dispose of the said Flat to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.
- (g) In the event of Cancellation Process is undertaken in respect of the said Flat as per Article 4.4(d) aforesaid, the Promoter shall issue notice to the Purchaser(s) to present himself/themselves for execution and registration of the Cancellation Deed for cancelling the said Agreement. If the Purchaser(s) fails and / or neglects to present himself/themselves for execution and registration of the Cancellation Deed despite issuance of notice and reasonable opportunities given by the Promoter, the Promoter shall be entitled to unilaterally execute and register the Cancellation Deed on behalf of the Purchaser(s) recording cancellation of the Agreement by filing a Declaration with respect to termination and cancellation of the said Agreement, before the Sub Registrar of Assurances. The Purchaser(s) hereby appoints the Promoter to act as his/their "**Attorney**" to appear before the Sub-Registrar of Assurances or such other concerned authorities, and to present and lodge for registration and to admit execution of Cancellation Deed cancelling the said Agreement in case cancellation and do all things necessary or proper for purpose of registering the same under the Indian Registration Act, 1908 or regulations relating thereto for the time being in force, or any statutory modification or enactment thereof for the time being in force relating to the registration of assurances and deeds, agreements, instruments, documents, or writings whatsoever requiring registration. Refund of amounts (if any) upon cancellation shall be governed as per procedure in Article 4.4 (e) of these presents.

The Promoter shall refunded back to Purchaser(s) without any interest, within three (3)

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months of the date of registration of the execution the Declaration and Deed of Cancellation and/or any other agreement/document/papers. Thereafter, the Promoter shall hand deliver or dispatch of said refund cheque/demand draft/pay order by registered post/speed-post to the last available address with Promoter as appearing in the recitals mentioned hereinabove. In the event if the Purchaser(s) is untraceable and/or unreachable at his last mentioned address and contact details or the Purchaser(s) refuses to come forward and accept the refund amount, in such cases the Promoter shall place the refund amount in an interest bearing escrow account of a Nationalized Bank. This shall be full and final discharge of all obligation on the part of Promoter or its employees and Purchaser(s) will not raise any objection or claim on Promoter in this regard.

In event of Unilateral Cancellation Process, the Purchaser(s) shall cease to have any right of any nature whatsoever either in respect of the said Flat or against the Promoter, and the Promoter shall be entitled to deal with and/or dispose of the said Flat in the manner deemed fit and proper.

- (h) The Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement, to keep Promoter and its agents and representatives, estates and effects indemnified and harmless against the payments and observance and performance of the aforesaid terms and conditions and also against any loss or damages that Promoter may suffer as a result of non-payment of Sale Consideration, non-observance, or non-performance of the terms and conditions mentioned herein.

#### 4.5 PRICE ESCALATION: [Not applicable in case of escalation-free price option]

Purchaser(s) agree/s and understand/s that the consideration towards of the said Flat is inter alia based on following factors:-

- i) cost of construction materials
- ii) labour as on the end of the quarter in which the booking is received.

It is further agreed by and between Purchaser(s) and Promoter that the cost of construction and labouras mentioned in the Payment Schedule Rs.\_\_\_\_\_/Rupees\_\_\_\_\_ only) per sq. ft. carpet areaforms part of the Sale Consideration of the said Flat (hereinafter referred to as the "**Base Cost**").

However, if there is any increase or decrease in the Base Cost upto**2% (Two percent)** till the Offer of possession (as mentioned hereinabove) from the date of Application then; the same shall be absorbed by Promoter.

If there is any increase in Base cost beyond **2% (Two percent)**then the same shall be borne by Purchaser(s) and if there is any decrease in the Base Cost beyond **2% (Two percent)** then the same shall be refunded by Promoter, (hereinafter referred to as

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**'Escalation/ Decrease Charges').**

Computation of Escalation/ Decrease Charges shall be based on the respective RBI indices published in the RBI bulletin.

The respective RBI indices are:

- **Steel** - indices published as Steel-Long in the category of Basic Metals, Alloys and Metal Products.
- **Cement** - indices published as Cement and Lime in the category of Non-Metallic Mineral Products.
- **Fuel and Power**- indices published as Fuel and Power
- **Other Building** Construction materials - indices published as All Commodities in the Index Numbers of Wholesale Prices in India.
- **Labour** - indices published as Consumer Price Index Numbers for Industrial Workers.

A Estimated Percentage of various cost components is as follows

Steel	-	15%
Cement	-	10%
Other Construction Material	-	40%
Fuel and Power	-	5%
Labour	-	30%

B Escalation/ Decrease Charges shall be computed at every quarter till handing over the Offer of Possession.

C Prevailing indices at the time of booking/Application shall be taken as opening indices.

D Weighted average of all these quarters to be taken as the closing indices for computation of Escalation/ Decrease Charges.

E Escalation/ Decrease Charges shall be calculated on the overall cost of construction material and labour and not on the individual components mentioned hereinabove.

F The term 'Quarter' shall mean period from January —March, April —June, July - September and October —December.

The Promoter shall appoint a Chartered Accountant to independently verify the Escalation/ Decrease Charges as computed by Promoter from time to time. Such verified Escalation Charges shall be paid/refunded (or adjusted), as the case may be, by/to Purchaser(s) at the time of offer of possession of the said Flat to Purchaser(s).

The calculation of the Escalation/ Decrease Charges shall be done as per the formula appearing in the **ANNEXURE "J"**.

The verified Escalation Charges, as intimated to Purchaser(s) shall be final and binding on Purchaser(s). Purchaser(s) agree/s and understand/s that any default in payment of the Escalation Charges shall amount to a breach of the terms and conditions of this Agreement. The possession of the said Flat shall not be handed over to Purchaser(s) unless Escalation Charges are paid in full along with delayed interest, if any, as stipulated herein.

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It is clarified that in case of Escalation-free price is opted by the Purchaser(s) then in such event the Purchaser(s) will only be liable to pay the total consideration and other charges (inclusive of taxes as may be payable) as agreed to be paid by the Purchaser(s) and the Promoter will not levy any Escalation Charges to such Purchaser(s).

#### 4.6 Market Conditions:

It is expressly agreed between the Parties hereto on account of change in the real estate price due to market condition, in such event the Purchaser(s) shall not be permitted to cancel this Agreement. However in any exceptional cases it shall be at the option of the Promoter to permit such cancellation and the same shall be in accordance with the cancellation process as detailed out in this Agreement and the Purchaser(s) shall not object to the same in any manner whatsoever.

#### 4.7 Alteration in the Layout Plans and Design

(a) Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the Carpet Area of the said Flat, Parties shall be bound with following terms:

(I) In case there is any increase or decrease of Carpet Area upto 2% of the said Flat, then the same shall be acceptable to the Purchaser(s) and no charges / refund as the case may be will be made.

(II) In case of increase or decrease of Carpet Area beyond 2% of the said Flat upto 7% then the difference of area beyond 2% upto 7% shall be subject to charges or refund of the proportionate Sale Consideration, as the case may be. *For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.*

(III) In case of increase or decrease in Carpet Area of the said Flat beyond 7%, the Purchaser(s) shall have an option either to continue with the booking of the said Flat or to withdraw or cancel the booking of the said Flat within 30 days from the date of receipt of notice by Promoter in this regard and the consequences shall be as under:-

(a) In case of withdrawal or cancellation of the booking of the said Flat by Purchaser(s), the Promoter shall refund the entire amount paid by Purchaser(s) towards Sale Consideration without any interest, however subject to deductions of unpaid amount of interest accrued for delayed payments (if any), taxes charges, levies paid by the Purchaser(s), as per the process laid down in Article 4.4(e) and 4.4(g).

(b) In case Purchaser(s) decides to continue with the booking of the said Flat, then such increase/decrease shall be subject to charges/refund as the case may be. *For e.g. if there is increase in area of 8% then Purchaser(s) shall be liable to pay the charges for variation of 6%.*

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It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, notifications, approvals etc. is required by statutory authorities, the same shall be fully binding on the Purchaser(s).

- (b) In addition of what is stated above, Purchaser(s) agrees/s and confirm/s that there might be a slight variation of +/-2% in the Carpet Area of the said Flat on account of construction finishing, irrespective of any alteration/s modification/s of the building plans. The same shall be acceptable to the Purchaser(s) and no charges / refund as the case may be will be made on this account.
- (c) It is agree that the rates, prices, schemes, options, offers, proposals etc. in reference to the Project shall be floated by the Promoter at its sole discretion from time to time. The same is temporary and speculative in nature and dependent on prevalent market conditions. It is expressly agreed between the Parties hereto that on account of these changes the Purchaser(s) shall not be permitted to cancel his/its booking and/or Agreement. However in any exceptional cases it shall be at the option of the Promoter to permit such cancellation and the same shall be in accordance with the cancelation process as detailed herein and the Purchaser(s) shall not object to the same in any manner whatsoever.
- (d) If for any reason(s), Promoter is not in a position to allot the said Flat due to revision of the building plans or for any reasons whatsoever beyond the control of and unforeseen by the Promoter, then the Promoter may consider for an alternative residential unit in its Project, if any, at the prevailing rate and in case of failure to do so, the Promoter shall refund such Installment/s amount paid, without any interest however subject to deductions of unpaid amount of interest accrued for delayed payments (if any), taxes charges, levies paid by the Purchaser(s), as per the process laid down in Article 4.4(e) and 4.4(g), and Promoter shall not be liable for payment of any compensation on this account whatsoever. Should Purchaser(s) not be interested in the alternate allotment then Purchaser(s) shall intimate Promoter his/ her/ their non-acceptance within thirty (30) days of the dispatch of the intimation from Promoter failing which it will be presumed that Purchaser(s) has/ have accepted the offer of alternate allotment and for which purpose the Purchaser(s) shall execute such necessary document as required by the Promoter.
- (e) The Promoter along with the Owners will be entitled to, if it so desires, to amalgamate the said Property with any one or more of the adjoining land parcels /properties and to utilize the FAR, and future developable rights arising out of such amalgamation, inter alia, on the said Property or any part thereof. The Promoter alongwith the Owners shall also be entitled to sub-divide such amalgamated land parcel/property and to submit or amend the building plans and/or layout plans as may be permitted by the statutory authority and the other concerned authorities, as the case may be. The Purchaser(s) shall not have any objection to the same and shall not interfere with any internal process and planning of the Promoter. The Promoter may intimate to the Purchaser(s) of such proposed changes being done on the said Property or any part thereof.

**4.8 Computation of the Sale Consideration**

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Promoter has made it specifically clear to Purchaser(s) and after having satisfied himself / herself/ themselves, Purchaser(s) has/ have understood that the computation of the Sale Consideration of the said Flat does not include any element of recovery or payment towards land, construction, running and operation of the common amenities and facilities like convenience store or any other conveniences as well as recovery of payments towards maintenance charges of any kind by Promoter from Purchaser(s) in any manner.

#### 4.9 Mode of Payment

All Demand Drafts/Pay Order/Cheques are to be made in favour of **"Tata Housing Goa Project Sales Proceeds A/C"**, payable at par. Outstation cheques and non CTS cheques shall not be accepted.

If any of the cheques submitted by Purchaser(s) to Promoter is dishonoured for any reasons, then Promoter shall intimate Purchaser(s) of the dishonour of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Promoter within ten (10) days from the date of dispatch of such intimation by Promoter and the same shall be accepted subject to 'Dishonour Charges' of **Rs. 2,000/-** (Rupees Two Thousand only) excluding service tax for each dishonour. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed cancelled at the sole discretion of Promoter.

#### 4.10 Payment of Costs

- a) All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Promoter to ensure that the Owners shall execute and register a Conveyance Deed conveying the said Property right title and interest in favour of the Organisation of Purchaser(s) at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Promoter.
- b) Further, if there is any additional levy, which becomes due after the date of the Agreement, assessment, rate or charge etc. of any kind attributable to the said the said Property/ the said Flat as a consequence of any Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
- c) All statutory amounts collected (but not limited to) as VAT, works contract tax Service tax, TDS and other charges, levies, cess, assessments and all other impositions as demanded or imposed by any Government, Statutory or any other order of the Local Government, Authority etc. the same shall be payable proportionately by Purchaser(s) from the date of booking/ Application as per demand raised by Promoter.

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- (d) Any other additional cost for providing infrastructure to the said Project as may be imposed by the authorities or incurred by Promoter, as communicated by Promoter from time to time shall be paid by Purchaser(s).

**4.11 Time is the Essence**

Payment of all amounts under this Agreement including but not limited to Installment, statutory taxes, charges, outgoings all other administrative dues etc. shall have to be made within the prescribed due date as would be mentioned in the letter(s) of the Promoter issued from time to time requesting for such payments. The timely payment is the essence of this Agreement. Part payments will not be accepted after the due date. It shall be incumbent on the Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making timely payment by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Article No. 4.4 of the Agreement, at the sole discretion of Promoter, be liable to pay simple interest on the amount due as per the interest rate mentioned in Article No. 4.4(b) from the due date until the date of payment, both days inclusive. No payments will be received after the due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the taxes, charges, levies etc. due and payable on previous Installment, thereafter towards the current Installment due along with taxes as may be applicable to the current Installment and finally towards interest accrued on delayed payments.

- 4.12 The common areas, facilities and amenities to be provided by Promoter in the said Complex are those that are set out in **ANNEXURE "K"** hereto.

**ARTICLE 5  
POSSESSION**

**5.1 Condition-precedent**

- (a) Purchaser(s) shall before taking possession of the said Flat clear all unpaid Installment, interests, amounts, outgoings, dues, taxes, charges etc. of the Promoter towards the said Flat, after execution and registration of these presents and paying registration fee/ charges, stamp duty and other charges/expenses for such registration.
- (b) Purchaser(s) hereby agree/s that they shall be responsible and liable to pay all taxes, charges, levies, assessments, Value Added Tax, Service Tax, Tax deductible at source(TDS), Work contract tax etc. and any other tax of any nature whatsoever etc. (if applicable) Work contract tax, any other tax or of any nature whatsoever etc. (if applicable) levied by statutory authorities from time to time, in present and in future, on the construction, transfer and sale of the said Flat by the Promoter to Purchaser(s) as may be applicable on transfer and sale of the said Flat by Promoter to Purchaser(s). Purchaser(s) would also be liable to pay interest/ penalty/ loss incurred to Promoter on account of Purchaser(s)' failure and/ or delay to pay VAT/ Service Tax/TDS/ Work Contract tax and/or such other levies, statutory charges etc. within 7(seven) days of

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being called upon by Promoter.

- (c) Purchaser(s) further agree/s that they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the said Flat with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
- (d) It is further agreed by Purchaser(s) that they shall before obtaining the possession of the said Flat, pay the requisite amount of Value Added Tax, service tax if and any other tax (if applicable) or any other charges levied by statutory authorities by time to time to Promoter, for construction/ sale of the said Flat.
- (e) The Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Flat, the Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Flat from the Offer of Possession.
- (f) In addition to the above, Purchaser(s) further agree/s to pay Goods and Services Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of construction, transfer and sale of the said Flat by Promoter to the Purchaser(s).
- (g) Maintenance charges, deposits, electrical meter deposits/ connection charges, water and sewer connection charges, documentation/legal charges and any other charges/ deposits as may be applicable from the date of Offer of Possession, shall be separately charged either by the Promoter or Maintenance Agency appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Promoter or Maintenance Agency from time to time. The Purchaser(s) shall pay applicable taxes, levies, statutory charges etc. on these heads of charges/outgoings including Club House Charges (after receipt of the Occupation Certificate) for such period and as and when called upon by the Promoter or Maintenance Agency from time to time. It is also clarified that for any reason whatsoever even if the Purchaser(s) does not take possession of the Flat still he will become liable to pay the abovementioned charges as and when called upon by the Promoter.
- (h) The Purchaser(s) undertake/s to execute and get these presents registered within a period of fifteen (15) days from the date of Promoter intimating the same in writing. In case, Purchaser(s) fails or neglects to get these presents registered within the date notified, then physical possession of the said Flat to the Purchaser(s) may be withheld by Promoter at its sole discretion and the Promoter shall not be held liable for the same. Penalty, if any payable under the relevant laws for delay in completion of the registration of these presents shall be payable by Purchaser(s) till the registration of these presents is completed. The Promoter shall have the right to cancel the allotment/this Agreement in case Purchaser(s) fail/s to have these presents registered within fifteen (15) days from the date notified to Purchaser(s), as per the Cancellation Process.
- (i) Monies towards the taxes may be refunded as per the scheme applicable to Promoter on

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the date of refund. The Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the said Flat. The Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the said Flat from the date of Offer of Possession.

- (j) The Purchaser(s) withholds/deducts any amount from the consideration due to the Promoter as Tax Deduction at Source (**TDS**) as may be required under prevailing law while making any payment to the Promoter under this Agreement, such amount so deducted/withheld shall be acknowledged/credited by the Promoter only upon the Purchaser(s) submitting the original TDS certificate and provided that the amount mentioned in the certificate matches with the amount demanded by the Income Tax Department. Provided that at the time of handing over the possession of the said Flat, if any certificate is not produced, the Purchaser(s) shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Purchaser(s) producing such certificate within 4 (four) months of the possession. Provided further in case the Flat Purchaser(s) fails to produce such certificate with the stipulated period of 4(four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser(s).

## 5.2 Possession Time and Compensation

- (a) Promoter shall endeavor to give possession of the said Flat to Purchaser(s) on or before \_\_\_\_\_ and subject to provisions of sub-clause (b), (c), (d) and (e) as also Force Majeure circumstances and reasons beyond the control of Promoter ("**Date of Possession**").
- (b) In the event, possession of the said Flat is delayed beyond the date as agreed hereinabove inter alia for any reason mentioned herein then, the Promoter shall be entitled to extension of 6 (six) months ("**Extended Duration**") for giving possession of the said Flat. In the event of failure to hand over possession beyond the Extended Duration by the Promoter, the Purchaser(s) shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) simple interest per annum on the Installment paid till date towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, deposits etc. paid to the Company/authorities, as the case may be) of the said Flat. The aforesaid compensation shall be payable only until date of receipt of completion certificate/ occupation certificate or any other certificate issued by the competent authorities required for occupation of the said Flat ("**Occupation Certificate/Completion Certificate Date**"). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance payment payable at the time of handing over the possession of the said Flat. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the Occupation Certificate /Completion Certificate Date for any reason whatsoever, irrespective of Purchaser(s) not taking possession of the said Flat. However, the compensation for delay shall not be paid in the following events:
- i) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the Extended Duration in case of force majeure

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circumstances as mentioned hereinabove,  
and /or

ii) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Purchaser(s) during inspection of the said Flat.

iii) If Purchaser(s) commit/s any breach of terms and conditions contained herein.

iv) For the period of delay caused on account of force majeure conditions as detailed out in Article 5.5 herein.

(c) The Purchaser(s) agrees that the sale and possession of the said Flat is subject to Force Majeure Conditions, which means any event or combination of events or circumstances which is unforeseen and beyond the control of a party and cannot be evaded despite (a) exercise of reasonable diligence, or (b) adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects Promoter' ability to perform obligations under this Agreement, which shall include but not limited to:

(a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters or calamities;

(b) explosions or accidents, air crashes and shipwrecks; acts of terrorism

(c) circumstances or conditions, or other causes beyond the control or unforeseen by Promoter including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of Promoter or the contractor or the suppliers, external agency/ies associated with the said Project/Complex and/or the said Property or any PIL filed by the local people or NGOs subsequent to approvals being in place due to changes in laws or any action or interference by any person(s) or group of persons that obstruct/s, hamper/s, or affect/s the construction of the said Project or stop/s/impede/s the progress of the building work or free movement of manpower and material, vehicles etc into or out of the said Property for any length of time;

(d) non-availability of cement, steel, sand or other construction material and/or labour at market competitive prices, ban on mining, strikes of workmen, labourers manufacturers, suppliers, transporters or other intermediaries;

(e) war and hostilities of war, riots, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, prolonged failure of energy;

(f) any legislation, order, circular, injunction, stay, prohibitory orders or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and / quasi judicial authority/ body/ competent authority; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the said Flat/ Complex or; if any matters, issues relating to such NOCs, approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;

(g) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions

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as agreed in this Agreement;

(h) Any delay on account of non-availability and/or shortage of infrastructure facilities such as, electricity, sewer, municipal water to be provided by the Government or local authority if not caused by the neglect of Promoter.; or

(i) any event or circumstances analogous to the foregoing.

In case of Force Majeure event, Promoter shall be entitled to a proportionately extended for delivery of possession of the said Flat from time to time when required on account of such force majeure events, depending upon the contingency/ prevailing circumstances at that time. Promoter as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Promoter so warrant Promoter may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

- (d) Project may not have the infrastructure and/or supply of essential services and facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government /nominated Government agency. Since this is beyond the control and scope of the Promoter, therefore, Purchaser(s) shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the said Flat in the Project.
- (e) The Promoter shall, after the Occupation Certificate/Completion Certificate Date, intimate the Purchaser(s) in writing that the said Flat is ready for the occupation ("**Intimation of Possession**"). The Purchaser(s) shall within Thirty (30) days from the Intimation of Possession, make payment of the full amount due and payable for the said Flat as per the terms of this Agreement along with completion of other possession formalities like executing necessary indemnities, undertakings, maintenance agreement, if required, and such other documentation as the Promoter may prescribe and complete the inspection of the said Flat. Upon receipt of all amounts due and payable and completion of all documentations from the Purchaser(s) as aforesaid, the Promoter shall inform the Purchaser(s) in writing, thereby offering/inviting the Purchaser(s) to take over possession of the said Flat ("**Offer of Possession**"). The Purchaser(s) shall within a period of 45(forty-five) days from the date of letter of Offer of Possession come forward and take possession of the said Flat. The Purchaser(s) shall give atleast 7 (seven) days prior intimation to the Promoter informing his intent to come for possession formalities for mutual convenience. In the event, any snags are recorded during the inspection, the Promoter shall reasonably address the same within a period of 30(Thirty) days, provided such observations are notified to the Promoter on the same day of inspection by the Purchaser(s) and upon rectification of the snags or completion of the 30 (Thirty) days whichever is earlier, the Purchaser(s) shall take over the possession of the said Flat, which shall be deemed to be the Date of Possession and shall not avoid taking possession or delay in payment of any outstanding dues on the pretext of any snag being attended to by the Promoter.
- (f) In the event the Purchaser(s) fails to take over the possession of the said Flat as mentioned hereinabove, then the said Flat shall lie at his/ her/ their/its risks and costs and Purchaser(s) shall be liable to pay 1.25 times of the maintenance charges from the due date on the Offer

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of Possession letter till the Purchaser(s) actually take the possession of the said Flat. The aforesaid 1.25 times of maintenance charges shall be over and above the interest payable for delay payments by the Purchaser(s) under this Agreement. The aforesaid 1.25 times of the maintenance charges inter alia includes all costs towards maintenance of the said Flat. No compensation for delay shall be payable for the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Purchaser(s) during inspection of the said Flat and for the period of delay for failing to take over possession of the said Flat.

- (g) After handing over the possession to Purchaser(s), Promoter shall retain all rights on the landscaping garden earmarked in addition all other open areas which will be utilized by Promoter for permitting parties, get-togethers, business meets etc. for which Promoter will be entitled to collect property usage charges. The same facility may be made available to the occupants of the said Project and/or Complex subject to the availability and on payment of such charges as may be determined by Promoter/ Maintenance Agency. Promoter, relying on this specific undertaking of Purchaser(s) in the Agreement, has agreed to allot the said Flat and said undertaking shall survive throughout the occupancy of the said Flat by Purchaser(s) or his/ her legal representatives, successors, administrators, executors, assigns etc.
- (h) Promoter has made it clear to Purchaser(s) that the Promoter may be carrying out extensive developmental / construction activities in the future in the Property in various phases, including the entire area falling outside the land beneath the footprint of the said Building, in which the said Flat is located and that Purchaser(s) has/ have confirmed that they are aware of the same and he/ she shall not raise any objection or make any claim /compensation from Promoter on account of such inconvenience, if any, due to such developmental/ construction activities or incidental/ related activities.
- (i) It is agreed by the Purchaser(s) that the construction and completion of the said Project and/or Complex and development of the said Property will be in phases due to which there will be construction activities going for which Purchaser(s) shall have no objection during possession. The Purchaser(s) are aware that all amenities, facilities and infrastructures may not be ready and fully available fully at the Date of Offer of Possession and the same may be completed upon construction of all phases and development of the said Property. The Purchaser(s) has/ have confirmed that they are aware of the same and he/ she shall not raise any objection or make any claim /compensation from Promoter on account of such inconvenience and/or non-availability, if any, due to such developmental/ construction activities or incidental/ related activities.
- (j) It is clarified that Promoter shall send its letter for Intimation of Possession and Offer of Possession to Purchaser(s) at his/her address as mentioned in the recitals hereinabove unless modified/altered by way of intimation to Promoter regarding the change of address duly sent by registered A.D. letter and/ or personal receipt of letter at the office of Promoter mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

**5.3 Defect Liability:**

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The Purchaser(s) at the time of taking possession of the Flat shall confirm having checked all specifications, fixtures, fittings as listed out in **ANNEXURE "I"** herein and confirm that there is no defect in the said Flat. The Purchaser(s) shall not in future raise and object of claim of any nature whatsoever in that behalf against the Promoter.

#### **5.4 Temporary Possession for Interior Works**

If Purchaser(s) intend/s to carry out the interior works in the said Flat in terms of the Agreement and seeks temporary entry thereof, Promoter may permit the same, subject to terms and conditions as it may deem fit. Purchaser(s) agree to sign and submit any such documents e.g. undertaking, indemnity as may be desired by the Maintenance Agency / Promoter and Purchaser(s) agrees to bear the expenses of the execution of the same.

### **ARTICLE 6 MAINTENANCE**

#### **6.1 Payment of Maintenance Charges:**

The Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the said Complex and other deposits and charges for the various services therein, as may be determined by the Promoter or the Maintenance Agency appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of the Promoter and the Purchaser(s) shall abide by the decision of the Promoter and effect the payment in accordance with this Agreement. Non availability and/or partial availability of the all amenities, facilities and infrastructures in the said Complex shall not be a reason for non payment or default in maintenance charges and outgoings as set out hereinabove.

#### **6.2 Appointment of Maintenance Agency and Maintenance Agreement**

(a) The Purchaser(s) hereby give their irrevocable consent to become member of said Organisation in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. The Purchaser(s) undertake/s to join the said Organisation and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter in its sole discretion for this purpose. The Purchaser(s), till completion and handover of the said Complex, authorizes the Promoter to enter into a maintenance agreement with a its own Facility Management Company or any other nominee/ agency/ association (s) or other body (hereinafter referred to as '**the Maintenance Agency**') as may be appointed/ nominated by the Promoter and the Owners from time to time at its sole discretion for the maintenance and upkeep of the Complex/the said Buildings/the said Flat and the Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the Occupation Certificate/Completion Certificate Date on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the said Flat or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed.

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(b) Certain infrastructure like Project/Complex level drainage, sewerage, approach road inside the Project/Complex street lighting, firefighting equipment and its water supply network etc. may be common with other zones/dwelling units/residential unit(s) within the Project/Complex, the maintenance and management of which will lie in the hands of the said Organisation or any other alternative arrangement which the Promoter along with and the Owners finds most suitable for proper maintenance of such common facilities of Project/Complex. Purchaser(s) will be required to be a member of the said Organisation and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas and facilities. However, the Promoter shall charge the Purchaser(s) from the Date of Possession the required maintenance fee till such time the said Organisation takes over the management and maintenance of the Project/Complex. In the event of individual society/ association of residential unit owners of each building is formed, Promoter may retain the maintenance deposit till the completion of the Project for maintenance of common infrastructure. The balance deposit if any remaining shall be handed over thereafter to the said Organisation.

(c) In order to secure due performance by Purchaser(s) in a prompt manner of the maintenance charges and other charges/deposits raised by the Maintenance Agency, Purchaser(s) agrees to deposit, as per the terms of this Agreement and to always keep deposited with the Promoter or the Maintenance Agency, nominated by Promoter, a lump sum Interest Free Maintenance Security ("**IFMS**") (Non-refundable) of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for the said Flat. Further, the Promoter reserves the right to increase IFMS from time to time in keeping with the increase in the cost of maintenance services and the Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by Promoter.

(d) The Promoter may, if already paid by the Purchaser(s) to the Promoter, at its sole discretion, refund to the Purchaser(s) the amount collected in full and final settlement of IFMS or as an alternative, the Purchaser(s) hereby authorize/s the Promoter to transfer to the Maintenance Agency the IFMS, after adjusting therefrom any outstanding maintenance charges and/ or other outgoings of the Purchaser(s) at any time before handing over possession of the said Flats and thereupon the Promoter shall stand completely absolved / discharged and all clauses dealing/concerning the IFMS of the application, allotment, this Agreement as far as, they are applicable to the Promoter shall cease to be valid and effective. Further, the Purchaser(s) agree/s that the Maintenance Agency, upon transfer of the IFMS or in case if fresh IFMS is sought from the Purchaser(s) as stipulated hereinabove, shall have the sole right to modify/ revise all or any of the terms of the IFMS, tripartite maintenance agreement, including but not limited to the amount/ rate of IFMS, etc.

(e) In addition, if deemed fit by the Promoter or the Maintenance Agency, a sinking fund may be created for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the Project/Complex or towards any unforeseen contingency in future and the Purchaser(s) agree/s to pay towards such sinking fund in addition to the IFMS.

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(f) In addition to the IFMS, the maintenance and other charges will be paid for each calendar month of the year in advance before the 07<sup>th</sup> of first month of the year. Payment will be made to the Promoter/ Maintenance Agency and in case of failure to make payment before the 07<sup>th</sup> of each month to which they relate, Purchaser(s) shall be liable to pay the penal interest calculated @18% (Eighteen percent only) on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then the Promoter / Maintenance Agency shall be entitled to restrict the Purchaser(s) from the enjoyment of common facilities and amenities. The Purchaser(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

(g) The Promoter reserves its rights to terminate this Agreement and forfeit monies as mentioned hereinabove on account of non-execution of the Maintenance Agreement, if required, along with outstanding interest, if any. However, the Purchaser(s) agrees/s to pay the maintenance charges and other deposits and charges to Promoter computed as shown in the Payment Plan.

**6.3 Maintenance of Common Areas**

- (a) It is agreed between the Parties that save and except in respect of the said Flat hereby agreed to be purchased by the Purchaser(s), the Purchaser(s) shall have no claim, right, title or interest of any nature or kind whatsoever, except the right of ingress/egress over or in respect of entry and the right of user in the open spaces and all or any of the Common Areas of the building and the Project/ Complex.
- (b) The possession of the Common Areas shall remain with the Promoter, whose responsibility shall be to supervise the maintenance and upkeep of the same, until the same are handed over to any other body or Agency or the said Organization in the Project/Complex.
- (c) The Purchaser(s) shall have no right to claim partition of the said Property and/ or Common Areas/facilities, Club House even the said Flat is not severable. The possession of the Common Areas will always remain with the Promoter and/ or its authorised nominee and is not intended to be given to the Purchaser(s) except a limited right to the specific users and the Purchaser(s) agrees and undertakes not to claim any right of access to the Club House.
- (d) The Purchaser(s) also agrees to pay the charges of water (portable) as billed by the Promoter/Maintenance Agency.

**6.4 Rights of Maintenance Agency**

It is in the interest of Purchaser(s) to help the Maintenance Agency in effectively keeping the said Flat, and Project/Complex secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project/Complex and the New Buildings.

**6.5 Right of entry in the said Flat:**

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After the possession, the Purchaser(s) shall permit the Promoter and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project/Complex and for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project/Complex and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Purchaser(s) authorize/s the Promoter to break open the doors/windows of the said Flat and enter into the said Flat to prevent any further damage to the other flats and Project/Complex.

**6.6 Delay/ Failure in payment of Maintenance charges**

Purchaser(s) agree/s and understand/s that the right of entrance to the said Flat shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Promoter or the Maintenance Agency appointed by Promoter from time to time and Promoter on its sole discretion can disconnect any or all the services and connections if maintenance and/or consumption/usage charges are not forthcoming subject to penal interests as mentioned in the Clause No. 6.2 hereinabove.

**6.7 Internal Maintenance**

The scavenging of Common Areas will be carried out by Promoter/Maintenance Agency but those inside the said Flat will be carried out by the Purchaser(s) only.

**6.8 Sub-Letting of the said Flat:**

The Purchaser(s) shall take a prior permission of Maintenance Agency/ Promoter in case of leasing the said Flat and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and licence / lease agreement along with the police verification of the licensee / tenant to the Maintenance Agency / Promoter immediately on sub-letting of the said Flat.

**6.9 Entitlement of Promoter in case of unsold units:**

The Promoter(s) shall be entitled to the refund of the Municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold flats, units, premises, if the Promoter has paid the same in respect of the flats, units and/or, premises which are not sold and disposed off.

**6.10 Right of the Promoter to the Unsold Flats/Car Parking(if any)/ Common Area/FAR:**

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- (a) It is agreed and understood between the Parties that till the completion of the Project by construction of the Building/s in accordance with the sanctioned plans as amended from time to time and even after possession of the sold flats having been given to the respective purchasers, the Promoter shall be absolutely entitled to and shall have absolute authority and control as regards the unsold flats and the amenities and right to develop the said Property by utilizing the balance FAR/additional FAR and TDR that can be loaded thereon and disposal of flats that may be constructed by utilizing such balance FAR and TDR on the said Property until the said Property is handed over to the Apex Society.
- (b) The common car parking spaces (if available) shall form part of the said Common Areas of the said Complex and the occupants, purchasers, visitors etc. of the said Complex shall be entitled to use the same. The Purchaser(S) agree/s that all such common car parking spaces shall form part of the said Common Areas of the said Complex.
- (c) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties that the unsold flats, common parking if any and other amenities in the said Property shall at all times, be and remain the absolute property of the Promoter and the Promoter may if it so desires, become a flat holder in respect thereof without payment of any premium or transfer fees or charges, donation or compensation or costs in any form, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the unsold flats along with the other amenities in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organisation shall object to or dispute the same. On the Promoter intimating to the Organisation the name or names of the purchaser/s or acquirer/s of such unsold flats and amenities, the Organisation shall forthwith accept and admit such purchaser/s and acquirer/s as their Flat purchaser/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay any Maintenance Charges, etc. in respect of the unsold flats, and other premises save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoter occupies or permits occupation of any such unsold flats or premises, the Promoter or such occupant, as the case may be shall be liable to pay the Maintenance Charges, etc. in respect thereof.
- (d) The Purchaser(s) hereby agrees and undertakes that it and/or the Organisation would abide by all the terms and conditions of any understanding, allotment letter, agreement/s that may be entered into by the Promoter with any prospective purchasers / third parties.
- (e) Even after the Promoter developing the said Property, the Promoter shall continue to have a right to hold and/or dispose off the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Purchaser/s of such unsold / unallotted flats / premises shall be accepted as one of the members of Organisation of Flat purchasers. The purchasers of such unsold / unallotted flats / premises in that case shall not be required to pay any

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transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.

**ARTICLE 7  
DEPOSITS AND CHARGES:**

**7.1 Payment of Deposits:**

The Purchaser(s) shall on or before delivery of possession of the said Flat, keep deposited [taxes extra, if applicable] with the Promoter the following amounts as mentioned in **ANNEXURE F**.

**7.2 Increase or decrease in deposits and charges:**

It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in **ANNEXURE F** of this clause, and/or any other amounts/deposits which are not referred to therein become payable, for any reason, then the Purchaser(s) shall be liable to bear and pay the same within 7 (seven) days from receipt of the Promoter’ written intimation in this regard.

**7.3 Handover of Deposits to the Organisation:**

The Promoter shall utilize the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Purchaser(s) under this clause shall not carry any interest, and shall remain with the Promoter and the Owners until the Deed of Conveyance/Transfer is executed in favour of the said Organization until the said Building/ said Flat is or the said Property appurtenant to the said Building is not transferred by a registered document to the Organisation. Upon completion of such Deed of Conveyance/Transfer in favour of the said Organization or the Declaration and Deed of Apartment in case of Condominium being executed and registered the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter and the Owners to the said Organization/ Condominium. The Promoter alongwith the Owners shall render the account of such deposits except as mentioned in foregoing paras below to the said Organization / Condominium only and not individually to the Purchaser(s) at any time. It is expressly clarified, agreed and understood between the parties hereto that the Promoter shall be entitled to retain 50% from the deposit collected mentioned hereinabove as a security for the payment of the proportionate share of all the outgoings in respect of maintenance and upkeep of all the common areas and facilities including the Internal Roads till the completion of the development of the said Property. The aforesaid 50% of the deposit which is retained by the Promoter and the Owners shall be handed over to the said Organization/Apex Society only on the completion of the development of the said Property.

The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Purchaser/s as deposits, sums received on account of the share

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capital for the promotion of the said Organization / Condominium and towards the outgoings.

**7.4 Advance Maintenance Deposit:**

It is hereby expressly clarified, agreed and understood that the deposit towards expenses and outgoings as mentioned hereinabove shall be demanded by the Developer from time to time irrespective of the provisional monthly contribution as per Clause 7 above. The said amount shall be handed over to the Organization as the case may be when formed. In the event the Purchaser(s) make/s default in paying the monthly contribution, the same along with interest will be adjusted against the above amount and the balance thereof shall be handed over to the Organization as the case may be when formed.

**7.5 Utilization of amounts by the Developer:**

The Developer shall utilize certain amounts as mentioned in ANNEXURE F hereto, to be paid by the Purchaser(s) to the Developer, for meeting all legal costs, charges and expenses, including professional costs of the Solicitors and Advocates and other consultants and advisers of the Developer in connection with the formation and registration of the said Organization, preparing the rules, regulations and bye-laws of the Society, or the Memorandum and Articles of Association of the Limited Company, or the Declaration and Deed of Apartment for the Condominium (as the case may be) and the cost of preparing and engrossing this Agreement and the Deed of Conveyance/Transfer and all other deeds, documents, papers, writings and instruments as may be required or necessary. In respect of the above the Developer shall not be liable to render any account to the Purchaser(s) and the above amount will be treated as non-refundable charges paid to the Developer for the aforesaid purposes.

The Developer shall utilize the amount as mentioned in ANNEXURE "F" paid by the Purchaser(s) to the Developer, for payment of all consultation fees /charges and other costs and expenses payable in connection with the assessment of the said Property and the Buildings for property taxes purposes and its finalization.

The Developer shall not be liable to maintain and/or render any account of the non-refundable charges in respect to ANNEXURE "F" as above to the Purchaser(s) and/or the said Organization. These amounts have been worked out on the basis of the requirements and will be treated as non-refundable charges paid to the Developer for the purpose as mentioned above. The Purchaser(s) confirm/s that the above amounts are acceptable to them and he/she/ it/they waive their right/s to query use of these amounts and/or any increase thereto in future.

**7.6 No interest:**

The amounts mentioned in ANNEXURE "F" shall not carry any interest, and shall remain with the Developer till such time that the abovementioned expenses are incurred and/or to pay the same from time to time and/or abovementioned amounts are adjusted towards the expenses already incurred, as the case may be subject to Article Nos. 7.2 and

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7.3 above.

The Developer shall in respect of any amount whatsoever (including outgoings and deposits) liable to be paid by the Purchaser(s) to the Developer under or by virtue of this Agreement, have a first lien and charge on the said Flat as long as the same shall remain unpaid.

**ARTICLE 8  
RIGHTS AND OBLIGATIONS OF THE DEVELOPER**

**8.1 Club House**

- a) The Developer proposes to develop a Club House in the Project/, with Common space for gathering, Society office and Social meetings and other amenities subject to the permission/ sanctions from the statutory bodies for the purpose of social activities and the Purchaser(s). Club House may be developed simultaneous in the Project/and the Purchaser(s) agree/s to pay all such other charges as may be stipulated by the Developer from time to time. It is also clarified that no outsider, without prior permission of the Developer or Maintenance Agency will be allowed to enter and use Club House.
  
- b) Club House, landscaping garden and all other open Common Areas and other facilities and utilities as may be provided by Developer in the Project shall be managed by the Developer or its nominee(s). The Purchaser(s) shall not interfere in the same. In all eventualities the ownership of the landscaped garden and Club House its building, etc. and rights in the land underneath shall continue to vest in Developer irrespective of the fact that its management is with Developer and/ or nominee(s) or co-operative society or welfare organization of the Developer or a third party appointed for the purpose. The Purchaser(s) shall be entitled to have access to Club House and landscaped garden and other facilities and utilities as per the Developer rules and regulations subject to availability and on payment of such charges as may be fixed by the Developer from time to time. The Purchaser(s) agrees and undertakes to pay the Club house maintenance charges in advance as may be demanded by the Developer or Maintenance Agency. However in case of delay/default in payment on its due date will be treated as default and penal interest will be payable upto a period of 6 (six) months from the date of delayed/default in payment, in case the Purchaser(s) continues to default in payment of such outstanding amount then the admission to Club house will be restricted by the Developer or Maintenance Agency.

All above common areas, amenities and facilities available in the Project are listed out in **Annexure "K"** hereto.

**8.2 Transfer of Ownership**

The Developer alongwith the Owners reserves its right to transfer ownership of the Project in whole or in parts to any other entity, such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency etc. by way of sale/disposal or any other arrangement, as may be decided by the Developer alongwith the Owners at their sole discretion without any intimation, written or otherwise to the

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Purchaser(s) and the Purchaser(s) agrees that they shall not raise any objection in this regard.

### 8.3 Abandonment

In case the Developer and the Owners is forced to abandon the Project due to Force Majeure reasons, then the Developer shall be liable to refund the amount paid by the Purchaser(s) without any interest or compensation within six months from the happening of such eventuality. In consequences of the Developer and the Owners abandoning the scheme, the Developer's liability shall be limited to the refund of the amount paid by the Purchaser(s) without any interest or compensation, whatsoever.

Due to any operation of law or any statutory order or otherwise as may be decided by the Developer, if a portion of the entire scheme or the entire scheme is discontinued or truncated, then the Purchaser(s), if affected by such discontinuation or truncation will have no right of compensation from the Developer. The Developer will, however, refund all the money received from the Purchaser(s) without any interest however, subject to deductions of taxes paid by the Purchaser(s) as per the relevant provision of the relevant Act on the date of discontinuation of the scheme. In case of more than one the Purchaser(s), the amount of refund shall be transferred in the Bank Account details provided by the Purchaser(s) to the Developer.

### 8.4 Lien and Charge

The Developer shall have the first lien and charge on the said Flat for all its dues and other sums payable by the Purchaser(s) to the Developer.

### 8.5 Raising of funds:

- (a) The Purchaser(s) hereby declare/s and confirm/s that the Developer has prior to the execution hereof, specifically informed the Purchaser(s) that:-
- (i) The Developer may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Bank would grant a line of credit to the Developer to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Developer by the said Bank, the Developer creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Banks, and the securities created in favour of the said Banks are substituted from time to time;
  - (ii) The title deeds relating to said Property described in the First Schedule hereunder written may have been deposited with the said Banks as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Banks to the Developer under the said line of credit arrangement; and

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- (iii) The Developer has prior to the execution hereof, caused the said Banks to release the said Flat from the aforesaid security created in their favour.
  
- (b) The Developer specifically reserves the right to offer and to create charge on Project(except the said Flat) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Developer and Purchaser(s) has/have given and granted his/her/ their/its specific and unqualified consent and permission to the Developer for doing the same. The Purchaser(s) whenever asked in support of by the Developer in this regard, shall give and grant to the Developer, his/her/their/its specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Purchaser(s) shall be of the essence of allotment of the said Flat. Failure on the part of the Purchaser(s) to implement and comply with this essential condition will be treated as a breach of this Agreement, and the Developer shall thereupon be entitled to cancel and terminate this Agreement.
  
- (c) The Purchaser(s) hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Developer hereafter in this regard, and within 7 (seven) days of receiving Developer's written intimation in this regard, sign, execute and give to the Developer, and in such form as may be desired by the Developer, any letter or other document recording his/her/their/its specific, full, free and unqualified consent and permission for the Developer offering and giving said Property and/or the said Buildings and/or the other buildings and structures proposed to be constructed on said Property by the Developer or any part thereof (save and except the said Flat), as security in the manner mentioned in sub-clause (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser(s) shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser(s) herein, the Developer has entered into this Agreement.
  
- (d) It is made clear by the Developer and agreed by the Purchaser(s) that all the rights including the ownership thereof of land(s), facilities and amenities, areas under stilts and roof top (other than those within the said Building and the land beneath the footprint of the said Building only), shall vest solely with Developer and the Owners and Developer and the Owners shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust and/ or any local body(ies) which the Developer alongwith the Owners may deem fit in its sole discretion.

**8.6 Telecommunication**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project/Complex, it is agreed that the Developer shall regulate the entry of telecom agency/services in the Project/Complex.

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**8.7 Others:**

- a) In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, the Developer alongwith the Owners shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Purchaser(s) in said Property and/or in the Common Areas and facilities shall stand varied accordingly. the Purchaser(s) has no objection and they have given their consent to such construction by the Developer.
- b) In the event of paucity or non-availability of any material the Developer may use alternative materials/ article but of similar good quality. Decision of the Developer on such changes shall be final.

**ARTICLE 9  
RIGHTS AND OBLIGATIONS OF PURCHASER(S)**

**9.1 Compliance of Laws**

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. The Purchaser(s) has specifically agreed with the Developer that the allotment of the said Flat shall be subject to strict compliance of code of conduct and house rules that may be determined by the Developer for occupation and use of the said Flat and such other conditions as per the applicable laws and further the Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all purchasers. The Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the said Flat and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Purchaser(s) alone.

**9.2 Foreign Exchange Management Act (FEMA)**

- (a) If the Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration Developer in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Developer, the amount paid towards Sale

Installment paid will be refunded by the Developer as per the Cancellation Process without any interest and the allotment cancelled forthwith and the Developer will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and

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Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Consideration as mentioned above from the concerned authorities.

- (b) In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s). The date in which such credit is made to the bank account of Developer will be considered as date of payment and no other date. Purchaser(s) shall provide to the Developer copy of the SWIFT message /MT-103 to trace the remittance in India.

### 9.3 Loan against the said Flat

- (a) It is mutually agreed between the parties that in case the Purchaser(s) intends to avail housing loan from Banks/Financial Institutions for payment of installments of the said Consideration as set out hereinabove, the same may be availed on the basis that no right or interest of the Developer under this Agreement is affected on account of finance being obtained by the Purchaser(s). The Developer shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Flat on any ground or revokes the loan already granted.
- (b) As a modality for obtaining finance, the Banks/Financial Institution may require the Developer to give its no objection to enable a charge or mortgage of the Flat. The Developer agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to Developer's right for payment of consideration on sale of flat due from the Purchaser(s) and that the Developer shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Developer's dues. . Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/ delay an excuse for non-payment of any Instalments / dues to Developer within stipulated time as per the payment plan.
- (c) It is mutually agreed between the parties that the Developer shall not be liable for repayment of loan amount or any part thereof availed by the Purchaser(s). All costs associated with procurement of loan amount shall be borne by the Purchaser(s) alone.
- (d) Notwithstanding any arrangement between the Purchaser(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, Property taxes, value added tax, service tax, local body tax, works contract tax etc, remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Developer and the Developer shall have the first charge on the Flat and/or the Premises for the un-paid/outstanding amount including interest thereon.
- (e) The Purchaser(s) shall indemnify and keep indemnified the Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses

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which the Developer and its successors and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the said loan in respect of the said Flat.

**9.4 Putting up Signage:**

Purchaser(s) undertakes that he / she shall not put up any kind of signage on name, religion, community or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Building/s, inside the glass window or, anywhere on the exterior or Common Areas or at such places, which are objectionable to Developer, Maintenance Agency and the Local Authority and shall be entitled to display his name plate only at the proper place, provided for the said Flat and in the manner approved by Developer.

**9.5 Hazardous Chemicals / Material etc.**

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals / material etc., which may cause damage to the said Building/ Project/Complex. Purchaser(s) shall always keep Developer harmless and indemnified for any loss and damages in respect thereof.

**9.6 Commitment:**

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to sign, in pursuance to the transactions and do all the acts, deeds and things as Developer may require in the interest of Project/Complex and for safeguarding the interest of Developer and / or Purchaser(s) in the Project/Complex including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/ acknowledged by any one of the Purchaser(s) shall be binding upon the other.

**9.7 Inspection:**

Purchaser(s) undertake/s to permit Developer or its authorized representative and/or the Maintenance Agency and their authorized representatives at all reasonable hours, to enter the said Flat for the purpose of inspection / maintenance while performing their duty.

**9.8 No Dues Certificate:**

Purchaser(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said Flat, without taking 'No Dues Certificate' from Developer and/or the Maintenance Agency and/or organization regarding the maintenance charges payable for the Services.

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### 9.9 First right of refusal

Until conveyance/lease of the building and the said Property/Land in favour of the Body Corporate, the Purchaser(s) agrees that as and when he/she/they decide to sell their said Flat, then in that event, the Purchaser(s) shall offer the same to the Developer who shall have the right of first refusal to purchase said Flat at the consideration mutually agreed between hi/her/them at that point of time. The Purchaser(s) shall therefore be prohibited from selling the said Flat to any third party until and unless the Developer has refused to purchase the same on the offer made to it by the Purchaser(s) in terms of this clause. The Purchaser(s) has understood the implemation of insertion of this clause by the Developer to avoid sale of flats in its Project under the market value which would indirectly affect the sale of other flats of the Developer.

### 9.10 Transfer:

- (a) Purchaser(s) cannot transfer the registration, booking or allotment of the said Flat in favour of a third party until 36 (thirty six) months from the date of allotment of the said Flat by the Developer. Transfer of booking may be permissible after 36 (thirty six) months from the date of allotment of the said Flat subject to prior written approval by Developer, who may at its sole discretion permit the same on payment of administrative charges for transfer @ **1%** of the Sale Consideration (taxes extra) for the said Flat and any other requisite charges as may be fixed by the Promoter from time to time, submission of inter alia affidavit/ undertaking / request for transfer or any other document and on such terms and conditions and guidelines as it may deem fit by Promoter, subject to clearing all pending dues, Installment, charges, taxes, levies etc. that shall be due and payable to the Promoter on the date of submission of such request application. Save and except what is mentioned above, it is mutually agreed between the parties hereto that during pendency of the application for grant of Occupation Certificate or any approvals required for use and occupation of the apartments (as the case may be) for the said Project applied before the concerned authorities (as intimated by the Promoter) no third party rights/ transfer shall be created by the Purchaser(s) on the said Apartment during such period and until 90 days post acceptance of possession of the said Apartment, by the Purchaser(s).

However, Purchaser(s) agree/s and undertake/s to execute/ register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove. In event of transfer, Purchaser(s) along with the third party proposed transferee shall execute and register necessary deeds and documents. Stamp duty and registration charges as applicable on such transfer shall be paid by such third party proposed transferee. Such third party proposed transferee shall abide by all such obligation of the Purchaser(s) under this Application Form and the Agreement. Purchaser(s) shall indemnify and keep indemnified Promoter against any action, loss, damage or claim arising against the Promoter for non-payment of such stamp duty and requisite charges by the third party proposed transferee.

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However, in case the transfer/addition is in favor of spouse, child, parents or siblings of Purchaser(s), then Purchaser(s) shall take prior written consent of Promoter for such transfer and the transfer may be allowed subject to payment of transfer fees of **Rs.10,000/- (Rupees Ten Thousand Only)** (taxes extra) which shall be paid by the Purchaser(s) to the Promoter, subject to the Purchaser(s) executing necessary document in that behalf and registering the same with payment of appropriate stamp duty.

- (b) The Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.
- (c) It is specifically made clear to the Purchaser(s) that as understood by the Promoter at present there are no instructions/directions of the competent authority to restrict any nomination/ transfer/ assignment of the said Flat. However, in the event of any imposition of such instructions/ directions at any time after the date of this Agreement to restrict nomination / transfer/ assignment of the said Flat by any authority or for the payment of stamp duty or any other charges through any order and by virtue of which the Promoter need to comply with the same and the Purchaser(s) shall abide by the same.

**9.11 Electrical Load and Payment of Deposits, charges for bulk supply of electrical energy:**

- (a) If the Promoter or maintenance agency decides to apply for and thereafter receives permissions from any other body /Licensing authority constituted by the Government of Goa for such purpose, to receive and distribute bulk supply of electrical energy in the Complex / the said new buildings then the Purchaser(s) undertakes to pay on demand to the Promoter/ Maintenance Agency, the proportionate share of all deposits and charges paid /payable to such local body/Licensing authority as determined by the Promoter, failing which the same shall be treated as unpaid portion and the conveyance/sale of the said Flat shall be withheld till full payment thereof is received by the Promoter. Proportionate share of cost incurred by the Promoter for creating infrastructure like HT feeder, EHT substation etc. shall also be payable by the Purchaser(s) on demand. Further, in case of bulk supply of electrical energy, the Purchaser(s) agrees to abide by all the terms and conditions of the sanction including but not limited to waiver of the Purchaser's rights to apply for individual /direct electrical supply connection directly from local body responsible for supplying of electrical energy. The Purchaser(s) agrees to pay increase in the deposits, charges for bulk supply of electrical energy.
- (b) The Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Purchaser(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter. The Purchaser(s) shall ensure that he/she/they shall not use load beyond the designated capacity or makes changes in the electrical wiring system without information and approval of the Promoter/Maintenance Agency/Society. In the event of such default the Purchaser(s) shall .become liable to pay compensation for such damage to the Promoter in that behalf.

**9.12 Common Equipment:**

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That it is agreed and accepted by the Purchaser(s) that upon creation / incorporation of the said Organisation, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Organisation and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment sonly for the first time.

### **9.13 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

### **9.14 Real Estate (Regulation of Development) Bill 2013**

It is agreed by and between the parties that Real Estate (Regulation of Development) Bill 2013 is likely to be in force. If due to that act there is any change in the structure of this Agreement in terms including but not restricted to amendments to carpet area, built up area, Carpet Area etc., then all the recommendations which need to be incorporated shall be so incorporated in this Agreement/ or a revised agreement will be executed and the Purchaser(s) have no objection to the same as long as the transaction to the said Flat applied for and other terms and conditions remain the same. It may involve restructuring/ or rewriting of the agreement with the proportionally increased price on carpet area basis revision of method, terms or Sale Consideration payable on any other basis for compliance of the terms, act, byelaws of the said Bill of 2013 but the Sale Consideration payable for the said Flat and other terms and conditions contains herein shall remain unchanged.

### **9.15 Internal Maintenance**

That it is understood by the Purchaser(s) that the internal maintenance of the said Flat shall always remain the responsibility of the Purchaser(s). The Purchaser shall take written consent from the Promoter/ Maintenance Agency/Society as the case may be for carrying out repair or renovation work in the Flat. In case of any damage done to the Flat at the time of repair or renovation then the Purchaser(s) shall not be liable to claim an compensation such damage caused to the Flat from the Promoter.

### **9.16 Compliance of Environmental laws**

The Purchaser(s) hereby agree and undertake that he/she/they shall always maintain the ecological harmony.

### **9.17 Installation of Air Conditioners or Heaters**

The Purchaser(s) agree/s not to fix or install air conditioners or heaters in the said Flat, save and except at the places which have been specified in the said Flat for the

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installation nor in any way disturb the external façade of the said Flat.

#### **9.18. Installation of Window Antenna**

The Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the Promoter / Maintenance Agency / the said Organisation and at places earmarked by the Promoter.

#### **9.18 Use as per sanctioned building plans**

It is clearly understood and agreed by the Purchaser(s) that the said Flat shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. The Purchaser(s) hereby agrees to indemnify the Promoter and / or their agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of the Purchaser(s) and any consequences arising therefrom shall be borne by the Purchaser(s) alone.

#### **9.20 Applicability of Provisions**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and the enforceable against any and all occupiers, tenants, licence and/ or subsequent purchasers/ assignees/nominees of the said Flat as the said obligation go along with the Project for all intents and purposes.

#### **9.21 Mischief**

The Purchaser(s) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the said Flat or of other occupants.

#### **9.22 Maintenance of the building/s and structural audit:**

It is further agreed by the Purchaser(s) that with a view to ensure the good condition of the building, if the Promoter deem necessary, the Purchaser(s) and the said Organisationshall allow the Promoter to and the Promoter shall cause to have the said building/s inspected, after fifteen (15) years from the date of issue of Occupation Certificate for such building/s, through qualified Structural Engineer/s appointed/ nominated by the Promoter as detailed hereunder. In such event, the Promoter shall give notice of thirty (30) days for carrying out the structural audit of the building/s along with name of 2-3 qualified structural engineers of good repute, out of which one structural engineers shall be finalized and appointed by the said Organisation. The Purchaser(s) shall cause the said Organisation to get the repair work as suggested by the qualified structural engineer. The said inspection and required repairs shall be carried out by the said Organisation at its cost through the building repairs fund/such other reserve funds of the said Organisation. Upon completion of the required repair works, the said Organisation shall submit the repairs completion report along with the Structural Fitness

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Certificate to the Promoter. The Purchaser(s)' hereby confirm that the said structural audit is necessary for the welfare of the Flat Purchaser(s) of the Project/Complex and hereby agree/s and undertake/s to extend his/her/their full co-operation to the Promoter in this regard. The Purchaser(s) agree/s and confirm/s that necessary covenants for the aforesaid shall be mentioned in the Deed of Conveyance at the time of conveying the said building/property in favour of the said Organisation and the Purchaser(s) have/ has no objection in this regard.

**9.23 Compliance of Rules, Regulations and Bye-laws**

- (a) Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Flat and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by the Local Authority.
- (b) The said Flat along with the said Building shall be subject to the provisions of the said Act or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created thereunder and any such other enactment applicable governing the transfer of the said Flat.
- (c) Purchaser(s) shall be solely responsible to obtain any requisite permissions (if any), from appropriate authorities for the purchase of the said Flat and Promoter shall not be responsible for the same. Purchaser(s) shall keep Promoter informed about the status of the requisite permissions. Allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and further Installments paid shall be returned by Promoter as per rules without interest and the allotment/Agreement shall stand cancelled forthwith and Promoter will not be liable in any manner on such account. Post such cancellation Purchaser(s) shall cease to have any right title and / or interest in the said Flat subject other provisions of this Agreement.
- (d) The said Flat will be used for residential purposes and no obnoxious / un-authorized / illegal use will be carried out by the occupants in the said Flat/the said Building. Promoter and the representatives of the Local Authority, have full authority to enter the said Flat after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is/are found violating the terms and conditions laid down by the Local Authority, and to recover from Purchaser(s) as first charge upon the said Flat, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

**ARTICLE 10  
INSPECTION**

The Promoter and the Owners or their Authorised Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to the Purchaser(s), to enter upon the said Flat for the

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purpose of inspecting the services in the said Flat and for carrying out maintenance work in the said Flat.

## **ARTICLE 11**

### **USES**

#### **11.1 Alteration / Demolition / Destruction of Structure:-**

- (a) The Purchaser(s) undertake/s that he/ she will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Flat or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Flat in any form. The Purchaser(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter. The Purchaser(s) shall not partly / fully remove any walls of the said Flat including load bearing walls/ structure of the same, which shall remain common between the Purchaser(s) and the owners of adjacent premises.
- (b) The Purchaser(s) shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenable condition, and in particular, so as to support, shelter and protect the other parts of the said Building in which the said Flat is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC part or other structural members in the said Flat, without the prior written permission of the said Organisation and wherever necessary, without the prior written permission of the Local Authority and/or concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications /alterations to structural members.
- (c) No request for modification or change in the exterior facades and no internal structural changes of the said Flat will be permitted. No reimbursement or deduction in the value of the said Flat shall be considered by the Promoter in case Purchaser(s) desire/s (with prior written approval/consent of the Promoter) to do some works /install some different fittings/floorings etc. on their own within the said Flat and request Promoter not to do such work/install fittings/ floorings etc. within the said Flat.

#### **11.2 Blockade or Hindrance to Common Passages, Veranda or Terraces.**

The Purchaser(s) shall not use the said Flat in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No common parts of the said Building will be used by the Purchaser(s) for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse, nor the common passages shall be blocked in any manner. The Purchaser(s) shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the Common Areas of the Complex.

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**11.3 Nuisance**

The Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**ARTICLE 12  
INDEMNITY**

**12.1 Special, Consequential or Indirect Loss**

The Purchaser(s) acknowledges that the Promoter shall not be liable to the Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies the Promoter and the Owners of any damage caused to the said Flat/ the said Building/ Project/Complex, while performing the alteration by him/ her/ them or his deputed personnel.

**12.2 Abidance by Terms and Conditions**

The Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of this Agreement, the Purchaser(s) shall be liable for such act, and if any loss is occasioned to the Promoter and the Owners, the Purchaser(s) shall indemnify the Promoter and the Owners for such loss.

**12.3 Further Covenants**

The Purchaser(s) hereby covenant/s with the Promoter to pay from time to time and at all times, the amounts which the Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. The Purchaser(s) hereby covenant/s to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that the Promoter may suffer as a result of non payment, non observance or non performances of the said covenants and conditions by the Purchaser(s).

**ARTICLE 13  
AGREEMENT FOR SALE**

**13.1 Stamp Duty and Registration Charges**

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The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by the Purchaser(s). The said Apartment is under construction and hence possession of the said Apartment shall be handed over at the time of execution of the Sale Deed between the parties and is not handed over at the time of execution and registration of this Agreement.

The market value of the said Flat is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and accordingly stamp duty at the rate of \_\_\_\_% amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) is paid herewith on this Agreement and registration charges at the rate of \_\_\_\_\_ % amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) are also paid on the Agreement.

### 13.2 Prior Intimation

- (a) The Purchaser(s) can assign, transfer, lease or part with possession of the said Flat after obtaining prior permission in writing from the Promoter. In such an event, except sale, it shall be the responsibility of the Purchaser(s) to continue to pay the charges pertaining to the said Flat of whatsoever nature payable under this Agreement to the Promoter. The Purchaser(s) undertakes that it shall not divide/ sub-divide the said Flat in parts without the prior consent of the Promoter, except the temporary partitions, additions, and alterations as provided in the Agreement.
- (b) It is further agreed by the Purchaser(s) that he/ she/ they shall make sure that in the event the said Flat is transferred/ sold or Purchaser(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds, which Promoter require necessary for safeguarding its interest in the Complex.

### 13.3 Execution and registration of Deed of Conveyance:-

It will be the Promoter' endeavor to get the Owners execute and register the Deed of Conveyance in favour of the Society for said Property before handing over possession of the said Flat. The Deed of Transfer will be drafted by the Solicitors/Advocates of the Promoter and the Owners and shall be in such form and contain such particulars as be approved by the Promoter and the Owners.

## ARTICLE 14 DISCLAIMER FOR SHOW FLAT

### 14.1 Standard fittings:

The Purchaser(s) agree/s and understand/s that all the materials and fittings which are

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exhibited in the show flat may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Flat (the said Flat) agreed to be constructed.

**14.2 Interiors:**

The Purchaser(s) agree/s and understand/s that the interiors, furniture, kitchenette and fixtures in the show flat are provided only to give a vision of a furnished flat as per the advice of the interior designer. The layout of the show flat may have been changed at some places as per the advice of the interior designer.

**14.3 Dimensions:**

The Purchaser(s) also agree/s and understand/s that the dimensions and the area of the said flat, which is agreed to be constructed, shall vary from this show flat based on the floor, block and location of the flat.

**ARTICLE 15  
TERMINATION**

Should the Purchaser(s) fail to perform or observe the stipulation contained herein, the Promoter shall have the right to terminate this Agreement subject to forfeiture as mentioned in Article No. 4.4 hereinabove as the liquidated damages for such breach of contract.

**ARTICLE 16  
SETTLEMENT OF DISPUTES**

**16.1 Mutual Discussion**

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

**16.2 Arbitration Clause**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the

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Promoter. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

- 16.3 During any case of disagreement/during settlement of dispute one cannot use any social media to tarnish the image of the Promoter.

## **ARTICLE 17 JURISDICTION**

### **17.1 Determination of Legal Relations**

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

### **17.2 Court Jurisdiction**

Subject to Article No. 16.2 the jurisdiction of courts shall lie as per application law in all matters arising out of/touching and/or concerning the application and/or this Agreement.

## **ARTICLE 18 NOTICE**

### **18.1 No Obligation**

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by the Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Promoter.

### **18.2 Communication Address**

The Purchaser(s) shall get registered his/ her/ their communication address and email address with Promoter and it shall be the sole responsibility of The Purchaser(s) to inform the Promoter about all subsequent changes, if any, in his/ her/ their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by the Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Flat must be mentioned clearly.

### **18.3 Communication Mode**

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The Promoter will communicate with the Purchaser(s) mainly through emails unless Purchaser(s) does not have an official e-mail address. The Purchaser(s) may communicate with Promoter using officially notified e-mail id. All Notices/ Letters of communication to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser(s) at the postal address given by the Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Promoter through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Promoter to the Purchaser(s) whose name appears first, at the postal address given by him/her for mailing and which shall for all purpose be considered as served to all the Purchaser(s) and no separate communication shall be necessary to the other named the Purchaser(s). The Purchaser(s) confirm/s that he/ she does not have any objection for the Promoter sending communication via telephone or e-mail regarding its upcoming projects and related offers.

18.4. The Owners and the Promoter hereby declare that the said Property in transaction does not belong to the Schedule Caste/Schedule Tribe pursuant to Notification No. RD/LAND/LRC/318/77 dated 21 August, 1978.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the said Property)**

All that piece or parcel of land admeasuring 19525 sq.mts. situated within limits of village Panchayat Sancoale , bearing survey No. 215/1 of Sancoale village of Mormugao Taluka, South Goa District Goa and bound as follows:

On the North: By Survey No.198

On the South: By survey No. 195

On the East: By Survey No. 214 and 216

On the West: By Survey No. 197

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the said Flat)**

ALL THAT pieces and parcels of Flat No.\_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr.of Carpet Area or thereabouts equivalent to \_\_\_\_\_ sq. ft. of Carpet Area or thereabouts (inclusive of balcony/ies, if any) on the \_\_\_\_\_ floor of the Building (cluster) No. \_\_\_\_\_ in

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the Project known as Goa Paradise situate on the property mentioned in the First Schedule hereinabove.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS TO THESE PRESENTS ON THE DAY, MONTH and YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

SIGNED AND DELIVERED )  
By the within named Promoter )  
**TATA HOUSING DEVELOPMENT CO LTD.** )  
By hand of its Authorized Representative )  
Appointed by Board Resolution dated \_\_\_\_ )  
Mr. \_\_\_\_\_ )



**L. H. F. Prints**

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**R. H. F. Prints**

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SIGNED AND DELIVERED )  
 By the within named Owners )  
**MR. ANAND CHANDRA BOSE, Owner no. 1** )  
**MRS. SNEHA ANAND BOSE, Owner no. 2** )  
 Through its Constituted Attorney )  
**TATA HOUSING DEVELOPMENT CO LTD** )  
 Vide Power of Attorney dated 16<sup>th</sup> March, 2105 )

**L. H. F. Prints**

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**R. H. F. Prints**

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SIGNED AND DELIVERED )  
 By the within named Purchaser (s) )  
**MR.** \_\_\_\_\_ )  
**MRS.** \_\_\_\_\_ )

**L. H. F. Prints**

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**R. H. F. Prints**

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**L. H. F. Prints**

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**R. H. F. Prints**

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In the presence of witnesses; )

1. \_\_\_\_\_ )

2. \_\_\_\_\_ )

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**RECEIPT AND ACKNOWLEDGMENT**

The Purchaser(s) has/ have paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_)

on or before execution of these presents and the balance consideration is payable as per the following payment plan.

The cost of construction material and labour of the said Flat is Rs. \_\_\_\_\_ per. sq. ft. carpet area.

**WE SAY RECEIVED**

**For TATA HOUSING DEVELOPMENT COMPANY LTD.**

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**LIST OF ANNEXURES**

1.	<b>ANNEXURE A</b>	Plan of the said Property demarcated in Black colour boundary line
2.	<b>ANNEXURE B</b>	Proposed Layout Plan of the said Property with outline of building/ blocks within the Complex
3.	<b>ANNEXURE C</b>	Appropriate permissions from Local Authority/s
4.	<b>ANNEXURE D</b>	Floor plan of the said Flat
5.	<b>ANNEXURE E</b>	Payment Plan
6.	<b>ANNEXURE F</b>	List of Charges
7.	<b>ANNEXURE G</b>	List of Outgoings
8.	<b>ANNEXURE H</b>	Due Diligence Report dated 9 <sup>th</sup> March, 2015 issued by D.H. Law Associates Advocates and Solicitors of the Promoter, and the relevant Form I & XIV dated 1 <sup>st</sup> October, 2010 issued Mamlatdar of Mormugoa Vasco da Gama
9.	<b>ANNEXURE I</b>	List of fixtures and fittings in the Flat
10.	<b>ANNEXURE J</b>	Escalation charges
11	<b>ANNEXURE K</b>	List of common areas, amenities and facilities in the Project

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