

AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES AT
CASA de FLORES

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this ____ day of month of July, of the year Two Thousand and Twenty one (___/07/2021) **BY** and **BETWEEN**:

Shri. AMIT C. PRABHU, son of Shri. Chandrakant S. Prabhu, aged 40 years, occupation business, married, r/o Whistling Woods, Plot No. E-17, Vasant Nagar, Gogol, Margao, Salcete, Goa, holding Income Tax Card bearing PAN _____, Aadhaar Card No. ____ - _____, Email address: _____, contact No: _____ Indian National, hereinafter referred to as the “**PROMOTER/LAND OWNER CUM DEVELOPER**” (which expression unless repugnant to the context and meaning thereof shall mean and include his heirs, legal representatives, successors, executors, administrators and assigns) of the **ONE PART**.

AND

1. Mr./Mrs. _____, son/daughter/wife of Mr. _____, aged ____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. ____ _____, Email address: _____, Contact No. _____, marital status _____,

2. Mr./Mrs. _____, son/daughter/wife of Mr. _____, aged ____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. ____ _____, Email address: _____, Contact No. _____, marital status _____,

Indian National/s and hereinafter referred to as the “**PROSPECTIVE ALLOTTEE/S** or **PROSPECTIVE PURCHASER/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

Mrs. ADITI PRABHU, wife of Mr. Amit C. Prabhu, aged ____ years, Occupation _____, holding Income Tax Card bearing PAN _____

_____, Aadhaar Card No. _____, resident of _____, Contact No: _____ Indian National and hereinafter referred to as the “**CONSENTING PARTY**” (which expression shall unless repugnant to the context include her heirs, legal representative, executors, administrators and assigns) of the **THIRD PART.**

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.
- (b) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The words “include” and “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- (e) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS the CONSENTING PATY is represented herein by her attorney; her husband Mr. Amit C. Prabhu vide Power of Attorney dated 01/03/2017, executed before Notary Shri. Vidhya Shet under his Reg. No. 3515/2017. The Notarised copy of the same is filed in the office of the Sub-Registrar, Salcete, along with this agreement.

WHEREAS there is a larger property known as “BIRBIREM”, situated in ward Sodovim of the Village Panchayat of Verna, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, not described in the Land Registration Office of Salcete, but enrolled in the Land Revenue Office under Matriz No. 802, which is divided into two plots by a road or

passage passing east – west direction and dividing the property into two plot one being the northern plot surveyed under No. 192/2, and the other being the southern plot surveyed under No. 193/4, of Verna village, Salcete Taluka, Goa, described in detail in the Schedule I herein below and hereinafter referred to as the LARGER PROPERTY.

WHEREAS the Said LARGER PROPERTY earlier belonged to Mr. Caetano Joaqiom Moniz and upon his death the said LARGER PROPERTY was developed upon his son Mr. Joao Nolasco Xavier Tome Moniz alias Mr. Joao Nolasco Moniz.

WHEREAS by virtue of a deed of sale dated 25th May 1978 duly registered before the Sub Registrar of Salcete at Margao, under No. 757 at pages 287 to 291, Book No. I, Vol. No. 193, on 16th September 1978 Mr. Joao Nolasco Xavier Tome Moniz, bachelor, sold the said LARGER PROPERTY bearing survey No. 192/2 and 193/4, of Verna Village, Salcete Taluka, Goa, to Mr. Aleixo Manuel Rebelo and his wife Mrs. Maria Elvina Rebelo, both residents of Verna.

WHEREAS by virtue of said deed of sale dated 25th May 1978, said Mr. Aleixo Manuel Milagres Rebelo and his wife Mrs. Maria Elvina Rebelo became the sole, exclusive and absolute owners in possession of the said LARGER PROPERTY.

WHEREAS the said Mr. Aleixo Manuel Milagres Rebelo and his wife Mrs. Maria Elvina Rebelo, by virtue of a Gift Deed dated 26th July 1985, registered before the Sub Registrar of Salcete, at Margao, Goa, under No. 1145, at pages 217 to 221 of Book No. I, Vol. No. 339 on 31st July 1985, Gifted in favour of Mr. Antonio Evaristo Lourdes Rebelo, the southern part of the LARGER PROPERTY, surveyed under No. 193/4, admeasuring an area of 3625 sq.mts., known as “SODOIM” as per the present Form I and XIV, situated in the village of Verna, Salcete Taluka, Goa, described in detail in the schedule II herein below and herein after referred to as the SAID PROPERTY.

WHEREAS by virtue of said Gift deed dated 26th July 1985, said Mr. Antonio Evaristo Lourdes Rebelo and his wife Mrs. Trimidade Rebelo became the sole, exclusive and absolute owners in possession of the said LARGER PROPERTY.

WHEREAS the said Mr. Antonio Evaristo Lourdes Rebelo by necessary process of law did changes in the survey records and inserted his name in the Form I and XIV of the property surveyed under No. 193/4, admeasuring an area of 3625sq.mts., situated in the village of Verna, Salcete Taluka, Goa, as the occupant of the SAID PROPERTY.

WHEREAS the said Mr. Antonio Evaristo Lourdes Rebelo and his wife Mrs. Trimidade Rebelo after obtaining all necessary permission and licenses from the competent authorities had constructed a residential house on the SAID PROPERTY, which house is registered/ assessed in the office of the Village Panchayat of Verna, for the purpose of House Tax under No. 817/B.

WHEREAS said Mr. Antonio Evaristo Lourdes Rebelo and his wife Mrs. Trimidade Rebelo, by virtue of deed of sale dated 18th June 2007, registered before the Sub Registrar of Salcete, at Margao, under No. 3083, at pages 271 to 300, Book No. I, Vol. No. 2518, on 29th June 2007, transferred / sold the SAID PROPERTY in favour of Mrs. Rekha Mirpuri.

WHEREAS by virtue of said Deed of Sale dated 18th June 2007, said Vendor No. 1 Mrs. Rekha Mirpuri and her husband Mr. Ramesh Mirpuri, became the sole, exclusive and absolute owners in possession of the SAID PROPERTY, surveyed under No. 193/4, admeasuring an area of 3625sq.mts., known as "SODOIM" as per present Form I and XIV, situated in the village of Verna, Salcete Taluka, Goa.

AND WHEREAS vide Deed of Sale dated 21/02/2012, duly registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-01230-2012, CD No. MGOD58 dated 24/02/2012, said Mrs. Rekha Mirpuri and her husband Mr. Ramesh Mirpuri sold the SAID PROPERTY unto the PROMOTER/LAND OWNER CUM DEVELOPER herein.

AND WHEREAS the PROMOTER/LAND OWNER CUM DEVELOPER and the CONSENTING PARTY to whom the proprietor of PROMOTER/LAND OWNER CUM DEVELOPER is married under the regime of communion of assets are in possession of the SAID PROPERTY and intends to develop the SAID PROPERTY, by constructing One Block consisting of three buildings and in total five shops & fifty five residential flats or such additional flats as may be approved/revised under the proposed project

name “**CASA DE FLORES**” and in pursuance thereto obtain following permissions and approvals in respect of the said development:

- (i) Construction License No. VP/V/Const/F.767/2021-2022/98 dated 19/04/2021 from Office of Village Panchayat of Verna, Salcete-Goa;
- (ii) Technical Clearance Order dated 22/03/2021 under Ref. No. TPM/32785/Verna/193/4/2020-21/1298 issued by Town and Country Planning Department, Margao, Goa;
- (iii) Conversion Sanad dated 08/08/2008 under Ref. No. AC-I/SG/CONV/40/2008.
- (iv) NOC dated 15/04/2021 under Ref. No. PHC/CORT/NOC/CONST/21-22/60 from Primary Health Centre, Cortalim.

The proposed project named “**CASA DE FLORES**” in the SAID PROPERTY is hereinafter referred to as “SAID PROJECT”.

AND WHEREAS the PROMOTER/LAND OWNER CUM DEVELOPER has appointed an Architect registered with the Council of Architects and a Structural Engineer;

AND WHEREAS by virtue of the above said title Deeds and permission and licences obtained, the PROMOTER/LAND OWNER CUM DEVELOPER with the consent of the CONSENTING PARTY, has the sole and exclusive right to construct and sell, said premises in the said project to be constructed by the PROMOTER/LAND OWNER CUM DEVELOPER on the SAID PROPERTY and to enter into agreement/s with the Purchasers of the Said premises to receive the sale price in respect thereof;

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S approached the PROMOTER/LAND OWNER CUM DEVELOPER expressing his/her/their intention of purchasing a premises in the SAID PROJECT and demanded from the PROMOTER/LAND OWNER CUM DEVELOPER and the PROMOTER/LAND OWNER CUM DEVELOPER has given inspection and copies to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of:

1. all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the

PROMOTER/LAND OWNER CUM DEVELOPER Architects, all approvals, permissions, approved plan;

2. the copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/LAND OWNER CUM DEVELOPER, to the Said Property on which the Said Project is to be constructed;
3. the copies of the plans of the Layout as approved by the concerned Authority.
4. the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions at the Said Project;

without making any other representation other than what has been represented in this agreement, making it absolutely clear that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S may prefer to buy/acquire the premises in the SAID PROJECT only if he/she/they is/are satisfied and agreeable with the title of the PROMOTER/LAND OWNER CUM DEVELOPER, his development rights and other terms and conditions of construction, sale, maintenance etc. furnished to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S being satisfied, having verified through his/her/their lawyer, that the title of the SAID PROPERTY is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of his/her/their own will and accord, has expressed unto the PROMOTER/LAND OWNER CUM DEVELOPER his/her/their willingness to purchase a premises in the Said Project and has requested unto the PROMOTER/LAND OWNER CUM DEVELOPER to construct and sell unto them the Flat No. _____, admeasuring _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area, located on the _____ Floor of the Building _____ of the Said Project.

This Flat No. _____ is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area and Super Built up Area as

per conventional practice followed by the PROMOTER/LAND OWNER CUM DEVELOPER is as specified in **SCHEDULE C** hereunder.

AND WHEREAS at the request of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having understood entire scheme of development as proposed in the SAID PROPERTY and its terms and conditions, the PROMOTER/LAND OWNER CUM DEVELOPER has agreed to construct and sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the SAID PREMISES for a total consideration of Rs. _____/- (Rupees _____ Only), being the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only, excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The PROMOTER/LAND OWNER CUM DEVELOPER shall construct the SAID PREMISES in accordance with the plans as approved or as shall be revised by the concerned local authority from time to time. The PROMOTER/LAND OWNER CUM DEVELOPER shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in respect of variations or modifications which may adversely affect the SAID PREMISES of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum 5% of super built-up area) agreed to be sold to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No approval of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained for variation (increase or decrease) upto 5% of the Super Built up area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

1.a.(i) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the PROMOTER/LAND OWNER CUM DEVELOPER and the PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S the FLAT No. ____ of _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A** for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/LAND OWNER CUM DEVELOPER shall be as specified in **Schedule C** hereunder.

1.b. The total aggregate consideration amount for the SAID PREMISES is thus Rs. _____/-, excluding other charges mentioned later in this agreement.

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ Only) as advance and hereby agrees to pay to the PROMOTER/LAND OWNER CUM DEVELOPER the balance amount of purchase (Rupees _____ Only), in the manner detailed out in **SCHEDULE D** herein later written.

All payments shall be made by local cheques or DD. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S will also be paid by the PROMOTER in Indian rupees only.

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/LAND OWNER CUM DEVELOPER by way of GST, Infrastructure tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the SAID PREMISES. All these taxes and other outgoings shall be borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as and when due or demanded.

1.e. The Total Price is escalation-free, save and except:

(a) escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTE/S/PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued on that behalf to that effect along with the demand letter being issued to the ALLOTTE/S/PURCHASER/S, which shall only be applicable on subsequent payments.

- b) escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the SAID PREMISES or in case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTER/LAND OWNER CUM DEVELOPER.

However it is made absolutely clear that the PROMOTER/LAND OWNER CUM DEVELOPER has absolute discretion not to entertain the request for change/changes in the plan as desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. All such changes desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, should be within the rules and regulations of competent authorities.

- 1.f. The PROMOTER/LAND OWNER CUM DEVELOPER shall confirm the final carpet area that has been allotted to the ALLOTTE/S/PURCHASER/S after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/LAND OWNER CUM DEVELOPER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S within forty-five days of written demand by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. If there is any increase in the carpet area or if the

Carpet Area of the Said Premises remains the same but the Super Built up area increases due to increase in terraces or balcony areas or common areas, then allotted to ALLOTTEE/S/PURCHASER/S, the PROMOTER/LAND OWNER CUM DEVELOPER shall demand the deficit money from the ALLOTTEE/S/PURCHASER/S by written notice and the same shall be paid within the time mentioned in the said notice.

1.h. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S authorizes the PROMOTER/LAND OWNER CUM DEVELOPER to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the PROMOTER/LAND OWNER CUM DEVELOPER may in its sole discretion deem fit and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertake/s not to object/demand/direct the PROMOTER/LAND OWNER CUM DEVELOPER to adjust his payments in any manner.

2.1 The PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said premises.

2.2. Time is of essence for the PROMOTER/LAND OWNER CUM DEVELOPER as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTER/LAND OWNER CUM DEVELOPER, subject to clause 8 contained hereinlater, shall abide by the time schedule for completing the project and handing over the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement.

3. The PROMOTER/LAND OWNER CUM DEVELOPER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of

the SAID PROPERTY is 2900.00 square meters only and PROMOTER has planned to utilize FAR of 2871.88 square meters. The PROMOTER has disclosed the FAR of 2871.88 as proposed to be utilized by him on the SAID PROPERTY in the Said Project and PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by the PROMOTER/LAND OWNER CUM DEVELOPER by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER/LAND OWNER CUM DEVELOPER only. Further, if before the completion of the sale deeds of all the premises in the SAID PROJECT, if the FAR of the SAID PROPERTY increases, the same shall be for the benefit of the PROMOTER/LAND OWNER CUM DEVELOPER and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTER/LAND OWNER CUM DEVELOPER, at his absolute discretion, without the requirement of any consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S can transfer the Development Rights (of unused FAR) to any other property owed by him.

4. The PROMOTER/LAND OWNER CUM DEVELOPER shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall create any obstruction to the PROMOTER/LAND OWNER CUM DEVELOPER from executing such additional construction to utilise the unused FAR of the SAID PROPERTY. As the unused FAR and or future increased FAR shall belong to the PROMOTER/LAND OWNER CUM DEVELOPER exclusively, the PROMOTER/LAND OWNER CUM DEVELOPER can have such unused or future FAR, transferred or credited to any of his other project in the State of Goa and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be ever required to be obtained.

5. The PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees that he shall assist the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to form a corporate body of the various occupiers of the premises in the said project to be constructed on the

said property (hereinafter referred to as "the Society") within twelve months of obtaining Occupancy Certificate in respect of the said project provided the requisite minimum number of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having signed the requisite papers for submission of application of registration of society.

6.1. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agrees to pay to the PROMOTER/LAND OWNER CUM DEVELOPER interest at 10% per cent per annum for delayed payments on all the amounts which become due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER.

6.2. Without prejudice to right of PROMOTER/LAND OWNER CUM DEVELOPER to charge the interest in terms of sub clause (1) above, on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing default in payment on due date of any amount due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTER/LAND OWNER CUM DEVELOPER shall be entitled at his own option, to terminate this Agreement:

6.3. **Provided** that, PROMOTER/LAND OWNER CUM DEVELOPER shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTER/LAND OWNER CUM DEVELOPER within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any

requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTER/LAND OWNER CUM DEVELOPER shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTER/LAND OWNER CUM DEVELOPER may in his absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

6.4. **Provided further** that upon termination of this Agreement as aforesaid, the PROMOTER/LAND OWNER CUM DEVELOPER shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER/LAND OWNER CUM DEVELOPER) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER but the PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking or proportionate share in the land.

6.5. Provided further, that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had recommended any changes to be carried out to the SAID PREMISES, which changes have

been executed in part or in whole, the cost of restoring the said premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential amount to the PROMOTER/LAND OWNER CUM DEVELOPER within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTER/LAND OWNER CUM DEVELOPER shall make best endeavour to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S by 31/12/2022. If the PROMOTER/LAND OWNER CUM DEVELOPER fails or neglects to give possession of the Said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTER/LAND OWNER CUM DEVELOPER shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the Said premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTER/LAND OWNER CUM DEVELOPER received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

8. **Provided** that the PROMOTER/LAND OWNER CUM DEVELOPER shall be entitled to reasonable extension of time for giving delivery of Said premises on the aforesaid date and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not exercise the option provided in preceding clause 7, if the completion of Said Project in which the Said Premises is to be situated is delayed on account of -

1. War, Civil Commotion or Act of God.
2. Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the PROMOTER/LAND OWNER CUM DEVELOPER from

carrying out the work of Development and construction over the SAID PROJECT.

3. Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTER/LAND OWNER CUM DEVELOPER over the Said Project.

4. Force-majeure causes or other reasons beyond the control of the PROMOTER/LAND OWNER CUM DEVELOPER.

5. any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.

6. any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises s or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time.

7. Any additional work in the Said premises undertaken by the PROMOTER/LAND OWNER CUM DEVELOPER at the instance of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

8. Any delay or default by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTER/LAND OWNER CUM DEVELOPER under this Agreement).

8.1. The ALLOTTEE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession.

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER/LAND OWNER CUM DEVELOPER shall have sufficient time to complete the Said Project.

9.1. **Procedure for taking possession** - The PROMOTER/LAND OWNER CUM DEVELOPER, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the

Said Premises, to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTER/LAND OWNER CUM DEVELOPER shall give possession of the Said Premises to the ALLOTTEE/S/PURCHASER/S, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is not guilty of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree(s) to pay the maintenance charges as determined by the PROMOTER/LAND OWNER CUM DEVELOPER as determined hereunder:

Maintenance charges for one year:

For Shops	:	Rs. 12,000/-
For 1 BHK premises	:	Rs. 25,000/-
For 2 BHK Premises	:	Rs. 25,000/-

The period of one year commence from the date of Occupancy Certificate, irrespective of the date of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having taken possession. Any monies, collected towards maintenance of the Said Project, remaining unspent at the end of the one year from the date of occupancy certificate shall be considered as compensation of the PROMOTER/LAND OWNER CUM DEVELOPER to maintain the said project and no monies shall be refunded to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or to the Said Society.

The PROMOTER/LAND OWNER CUM DEVELOPER on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in writing within 15 days of receiving the occupancy certificate of the Project. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

9.2. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to take possession within the time upon receiving a written intimation from the PROMOTER/LAND OWNER CUM

DEVELOPER as per clause 9.1 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the SAID Project and the Building thereon.

9.3. Unless the defect is attributable to the acts of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other allottee/s in their respective premises, if within a period of one year from the date of handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S brings to the notice of the PROMOTER/LAND OWNER CUM DEVELOPER any structural defect in the Said Premises (Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls pilling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of the floor or walls by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be considered as defect/s), then, wherever possible such defects shall be rectified by the PROMOTER/LAND OWNER CUM DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to receive from the PROMOTER/LAND OWNER CUM DEVELOPER compensation for such defect or change.

10. The compensation payable under clause 9.3 above, shall be 1% of the sale price of the said premises as on date or the actual cost of repairs, whichever is less.

11. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose of residence only. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the parking space only for purpose parking the vehicle.

12. As the Society to be formed shall be maintenance society, the PROMOTER/LAND OWNER CUM DEVELOPER shall, transfer the title of

the Said Premises along with undivided proportionate share in the Said Property (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTER/LAND OWNER CUM DEVELOPER) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion of the said project. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTER/LAND OWNER CUM DEVELOPER as administrative charges for third party transfer. Administrative Charges payable to the PROMOTER/LAND OWNER CUM DEVELOPER in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Within 15 days after notice in writing is given by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said premises is ready for use and occupation or at the time of taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the super built up area of the Said premises) of outgoings in respect of the said property and said premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, cost of electricity transformer and its installation, sewage line and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the

PROMOTER/LAND OWNER CUM DEVELOPER, such proportionate share of outgoings as may be determined. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S further agrees that till the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S share is so determined, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTER/LAND OWNER CUM DEVELOPER yearly contribution as provided in clause 9.1 above towards the maintenance. Further, PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay unto the PROMOTER/LAND OWNER CUM DEVELOPER within 15 days of the notice of completion or at the time of taking of possession, whichever is earlier, such sum as mentioned herein below in clause 14.

The amounts so paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER, shall not carry any interest but any non-payment or default in payment of outgoings on time by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be regarded as the default on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall entitle the PROMOTER/LAND OWNER CUM DEVELOPER to charge interest @ 14% p.a. on the dues.

14. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTER/LAND OWNER CUM DEVELOPER whichever is earlier, pay to the PROMOTER/LAND OWNER CUM DEVELOPER, the following amounts :-

- (i) Rs. 10,000/- for share money, application entrance fee of the Society;
- (ii) Rs. 15,000/- towards legal fees for drafting of Sale Deed; for proportionate share of taxes and other charges/levies in respect of the Society;
- (iii) Rs. 2,00,000/- towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of Shops, 1 BHK flat & 2 BHK flat; Further maintenance charges as decided by the Maintenance Society to be contributed PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S upon formation of Society of the complex.
- (iv) Rs. 25,000/- or Rs. 12,000/- towards amount mentioned in clause 9.1 above .

- (v) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTER/LAND OWNER CUM DEVELOPER hereby represents and warrants to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

- i. The PROMOTER/LAND OWNER CUM DEVELOPER as on date has Clear and marketable title with respect to the said property; as declared in the title report and the PROMOTER has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The PROMOTER/LAND OWNER CUM DEVELOPER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no known encumbrances upon the said property or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the said property or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said property and said premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, said property and said premises shall be obtained by following due process of law and the PROMOTER/LAND OWNER CUM DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, said premises and common areas;

vi. The PROMOTER/LAND OWNER CUM DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the Said Premises which will, in any manner, affect the rights of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under this Agreement but the PROMOTER/LAND OWNER CUM DEVELOPER is free to enter into any contract with third party to develop the said property or any part thereof and no permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required;

viii. The PROMOTER/LAND OWNER CUM DEVELOPER confirms that the PROMOTER/LAND OWNER CUM DEVELOPER as on date is not restricted in any manner whatsoever from selling the said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in the manner contemplated in this Agreement;

ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertakes to reimburse the PROMOTER/LAND OWNER CUM DEVELOPER towards such amount so paid, proportionate to the super built up area of the Said Premises;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received or served upon the PROMOTER/LAND OWNER CUM DEVELOPER in respect of the said property and/or the Project as on date.

16. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whose hands the Said premises may come, hereby covenants with the PROMOTER/LAND OWNER CUM DEVELOPER as follows :-

- i. To maintain the Said premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything in or to the building in which the Said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said premises is situated and the Said premises itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said premises is situated, including entrances of the building in which the Said premises is situated and in case any damage is caused to the building in which the Said premises is situated or the Said premises on account of negligence or default of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in this behalf, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences of the breach.
- iii. To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said premises is situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or

other public authority. In the event of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said premises is situated and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the PROMOTER/LAND OWNER CUM DEVELOPER and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises and the said project in which the Said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the said land and the building in which the Said premises is situated.
- vii. Pay to the PROMOTER/LAND OWNER CUM DEVELOPER within fifteen days of demand by the PROMOTER/LAND OWNER CUM DEVELOPER, share of security deposit and other amounts as demanded by the PROMOTER/LAND OWNER CUM DEVELOPER, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said premises is situated.

- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said premises by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to any purposes other than for purpose for which it is sold.
- ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER under this Agreement are fully paid up and only if the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PROMOTER/LAND OWNER CUM DEVELOPER has intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER/LAND OWNER CUM DEVELOPER for such transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTER/LAND OWNER CUM DEVELOPER unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, without the consent of the PROMOTER/LAND OWNER CUM DEVELOPER shall be invalid.
- x. The ALLOTTEE/S/PURCHASER/S along with other ALLOTTEE/S/PURCHASER/S of Said premises in the said project shall join in forming and registering the Society to be known by such name as the PROMOTER/LAND OWNER CUM DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER/LAND OWNER CUM DEVELOPER within seven days of the same being forwarded by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, so

as to enable the PROMOTER/LAND OWNER CUM DEVELOPER to register the common organisation of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- xi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said premises s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and till one year from the ate of occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall permit the PROMOTER/LAND OWNER CUM DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall abide by the directions/requisitions made by the PROMOTER/LAND OWNER CUM DEVELOPER towards the upkeep and or maintenance of the said premises.
- xii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted open parking space.

- xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PROPERTY.
- xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PROPERTY.
- xv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTER/LAND OWNER CUM DEVELOPER constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER/LAND OWNER CUM DEVELOPER.
- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to abide by the rules specified by the PROMOTER/LAND OWNER CUM DEVELOPER to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTER/LAND OWNER CUM DEVELOPER during possession and maintain the uniformity of the elevation.
- xii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER/LAND OWNER CUM DEVELOPER.
- xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space.
- xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/LAND OWNER CUM DEVELOPER.
- xv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made

to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/LAND OWNER CUM DEVELOPER.

- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.
- xvii. The Said Project shall be completed in Phased manner and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not create any obstruction to the PROMOTER/LAND OWNER CUM DEVELOPER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unsued FAR/increased FAR.

17. Any diligence shown by the PROMOTER/LAND OWNER CUM DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

18. The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROMOTER/LAND OWNER CUM DEVELOPER. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROMOTER/LAND OWNER CUM DEVELOPER regarding the stage of completion.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said premises or of the said premises and Building or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER/LAND OWNER CUM DEVELOPER.

20. The name of the said project shall be "CASA DE FLORES" and that of the Society that shall be formed shall be named "CASA DE FLORES Co-operative Maintenance Housing Society Ltd." at all times which the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said project.

21. In case any of the cheques issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason/s, the provisions of clause 6 shall apply immediately upon dishonor, except that the notice period in such a case shall be 15 days instead of 30 days as otherwise provided in clause 6 above. In addition thereto, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S / SUBSEQUENT PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S

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

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the

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

26. CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has to make any payment, in common with other PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTER/LAND OWNER CUM DEVELOPER on the super built up area of the said premises and borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S accordingly.

27. FURTHER ASSURANCES

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

28. The PROMOTER/LAND OWNER CUM DEVELOPER and/or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER/LAND OWNER CUM DEVELOPER will attend such office and admit execution thereof.

29. That all notices to be served on the PROMOTER/LAND OWNER CUM DEVELOPER and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the PROMOTER/LAND OWNER CUM DEVELOPER by Registered Post A.D or notified Email

ID/Under Certificate of Posting at their respective addresses specified in the name clause.

SCHEDULE A
(OF THE LARGER PROPERTY)

All that property known as “BIRBIREM”, situated at Sodovim of village of Verna, within the local limits of village Panchayat of Verna- Nagoa, Taluka and Sub – District of Salcete, District of South Goa, State of Goa, not described in the Land Registration Office, but enrolled in the Taluka Revenue Office under Matríz No. 802, and surveyed under No. 182/2 and 193/4 of Verna Village, Salcete Taluka, Goa, presently divided by a road-passage. The Larger property is bounded as under:

On the East :- by the stream of rainy waters (sangria), after which lies the property named Muddio belonging to Maria Rebelo;

On the West :- by the property named Xir belonging to Alusion da Gama;

On the North :- by the pond (alagoa grande) of the Comunidade of Verna and;

On the South :- by the passage (Caminho).

(OF THE SAID PROPERTY)

All that piece or part or parcel of the larger property described in the schedule I herein known as “BIRBIREM”, and known as “SODOIM” as per present Form I and XIV, surveyed under No. 193/4, admeasuring an area of 3625 sq.mtrs., along with the residential house existing therein, duly assessed by the Village Panchayat of Vena for the purpose of House and Light tax under House No. 817/B, situated in the Village of Verna, Salcete Taluka, Goa, within the jurisdiction of Village Panchayat of Verna- Nagoa, Taluka and Sub- District of Salcete, District of South Goa, State of Goa, and is bounded as under:-

On the North :- by public road which proceeds from Bamborda-Mugrumpoi, Panchayat road and partly by property surveyed under No. 193/3;

- On the South :- by the old road of Comunidade, now surveyed under Survey No. 202 of late Joaquim Moniz, and partly by property under Survey No. 193/7;
- On the East :- by passage/ water drain of Comunidade of Verna, surveyed under No. 193/5 and property Muddio, formally of Amelia da Conceicao Rebelo and;
- On the West :- by property known as Xira de Sodomi, surveyed under No. 193/2 and 193/3.

**SCHEDULE B
(OF THE SAID PREMISES)**

ALL THAT Flat No. ____, admeasuring ____ Sq. metres of super built-up area, located on the _____ floor of the Building A/B/C of the complex known as "CASA DE FLORES" under construction in the SAID PROPERTY described in Schedule A above and is bounded as under:

- On the East : by
 On the West : by
 On the North : by
 On the South : by

**SCHEDULE C
(AREASTATEMENT OF THE SAID PREMSIES)**

The Area of the SAID PREMISES is as under:

- Super built-up area : _____ Sq. meters;
 Built-up area : _____ Sq. meters;
 Carpet Area : _____ Sq. meters.

**SCHEDULE D
(PAYMENT SCHEDULE)**

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTER/LAND OWNER CUM DEVELOPER as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of booking/ executing this agreement	Rs.
ii)	On the completion of Plinth	Rs.

iii) On the completion of 1 st Slab	Rs.
iv) On the completion of 2 nd Slab	Rs.
v) On Completion of roof slab	Rs.
vi) On Completion of latterite masonry	Rs.
xi) On completion of Internal plastering	Rs.
xii) On completion of tiles fitting	Rs.
<u>xiii) At the time of Occupancy</u>	<u>Rs.</u>
TOTAL	Rs. /-

NOTE: GST as applicable shall be paid separately along with each instalment.

SCHEDULE E (Project Specification)

Structural Features:

RCC Structure. External Walls of laterite masonry and internal walls of brick masonry.

Flooring:

Double charged 2ft x 2ft vitrified flooring for full apartment.

1ft x 1ft dado tiles for bathroom walls

1ft x 1ft anti-skid tiles for bathroom flooring.

Kitchen:

Granite Kitchen platform with SS sink & 2 ft height ceramic dado tile above granite platform.

Toilets

Toilets with WC and washbasin, branded CP fittings and sanitary ware.

Doors:

Teak Wood door frames for all doors. Main door will have flush doors with veneer finish and bedroom doors will have flush doors with veneer or sunmica finish and French polish.

Windows:

Powder coated aluminium windows with 4 mm plain glass.

Electrical:

Concealed copper wiring.

Wall finish:

Interior: Acrylic Oil bound distemper.

Exterior: Asian Weather shield Paint.

Security:

5 ft compound wall, 24 hours security (one year from the date of Occupancy Certificate, thereafter subject to discretion of the society)

NOTE:

The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER/LAND OWNER CUM DEVELOPER AND CONSENTING PARTY:

Mr. AMIT CHANDRAKANT PRABHU

As proprietor of PRABHU REAL ESTATES

And as attorney of the CONSENTING PARTY

The party of the First part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AMIT CHANDRAKANT PRABHU

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AMIT
CHANDRAKANT PRABHU

**SIGNED, SEDAED AND DELIVERED BY THE WITHINNAMED
PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S:
MR./MRS. _____**

The party of the second part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.**

Witnesses:

- 1.
- 2.