

AGREEMENT FOR CONSTRUCTION AND SALE

This **AGREEMENT FOR CONSTRUCTION AND SALE** is made and executed at Panaji, State of Goa, on this 04th day of March of the year 2021.

BETWEEN:

M/S. PRIORITY CONSTRUCTIONS a Partnership firm, duly constituted under the Indian Partnership Act, 1932, having its office at Priority Signature , 2nd Floor, Above Honda Showroom, New Taleigao Bypass Road, Taleigao, Tiswadi – Goa, Pan no. duly represented herein by its partners **1.Mr. SWAPNEEL ULHAS PRABHU NACHINOLCAR**, son of Mr. Ulhas Gopal Nachinolcar, 37 years of age ,Occupation Business,Aadhaar Card No , contact No. 9823226540 and **2.Mr. PARIND ULHAS PRABHU NACHINOLCAR** son of Mr.Ulhas Gopal Nachinolcar,41 years of age, Occupation Business,Aadhaar Card No., contact No.9822756777 and both Indian Nationals, residing at Anantdeep, Odlem Bhat, Taleigao, Goa and hereinafter called the “**OWNER/ VENDOR/ BUILDER/ PROMOTER**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its heirs, legal, representatives, executors, administrators and assigns) of the **FIRST PART**

AND

Mr. _____, son of Mr. _____ , _____years of age, Occupation _____, PAN No. _____, Aadhaar No. _____ , Contact No. _____, Indian National and resident of _____and hereinafter called the “**PURCHASER/PURCHASER/ALLOTTEE/ FINANCIER/ UNITHOLDER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS the Owner/Builder/Partner No. 2 herein are represented by its Power of Attorney Holder **Mr. SWAPNEEL ULHAS PRABHU NACHINOLCAR** residing at Anantdeep, Odlem Bhat, Taleigao, Goa, by virtue of Power of Attorney dated _____, executed before the Notary Advocate _____, Registered under No. _____.

AND WHEREAS there exists property known as “GORBHAT” also known as “SOCHIACHI TALEI” surveyed under survey no. 110/5 of Village Taleigao admeasuring 9662 sq. mts., situated at St. Inez, Taleigao, within the local limits of Village Panchayat of Taleigao, Tiswadi Taluka, District of North Goa, State of Goa and which property is a part of whole property described in the Land Registration Office of the Sub District of Ilhas under no. 14661 at folio 166V at Book B-38(New) and Matriz no. 57 and which property is described in details in the Schedule I hereunder.

AND WHEREAS the property described in Schedule I under no.14661 is inscribed in favour of Shri. Babuso Crisna Naik since 1946. The said Shri. Babuso Crisna Naik was married to Laxmi Babuso Naik.

AND WHEREAS upon death of Babuso Krishna Naik and Laxmi Babuso Naik alias Laaximi Babuso Naik, an inventory proceeding was initiated before Senior Civil Judge at Panaji bearing Inventory Proceeding No.72/2017/A and as per the Family settlement and consent terms dated 22/11/2018, the family members were allotted their respective shares in the property in the Inventory Proceeding.

AND WHEREAS in terms of the minutes of meeting of the Conference of parties and family settlement/ Consent terms drawn and filed in Inventory Proceeding No.72/2017/A before Senior Civil Judge at Panaji, it was resolved to divide the property described in Schedule I and to

facilitate the division of the property described in Schedule I, a plan was prepared and accepted by all the interested parties in the inventory proceedings i.e. by all the legal heirs of Babuso Krishna Naik and Laxmi Babuso Naik alias Laaximi Babuso Naik which parties are hereinafter referred to as the Interested Parties for the sake of brevity.

AND WHEREAS as per the Inventory Proceedings, the property described in Schedule I is divided into four plots A, B, C, D as per the plan annexed to the minutes of meeting of the Conference of parties and family settlement/ Consent terms drawn and filed in the said Inventory Proceeding No.72/2017/A and allotted to all the interested parties.

AND WHEREAS the Owner/Builder approached the interested parties, with a proposed scheme of development and construction of the **commercial cum residential building comprising of flats and shops** in the PROPERTY described in Schedule I.

AND WHEREAS the Owner/Builder and all the Interested Parties executed Agreement for Development and Sale dated 11/03/2019, the Interested Parties agreed to allow the Owner/Builder to develop the property described in Schedule I on such terms as agreed therein.

AND WHEREAS subsequently the Owner/Builder has purchased the said plots i.e. Plot Nos. A, C and D which is part of the property described in Schedule I from the respective Interested Parties to whom the same were allotted as under:

- i) Mr. Anand Babusso Naik and his wife Mrs Arthi Ananda Naique executed Deed of Sale in favour Owner/Builder and sold Plot No. "A" admeasuring 3623.25 sq.mtrs. surveyed under survey No.110/5 of village Taleigao, within the limits of Taleigao, Tiswadi Taluka, North

Goa, State of Goa vide Deed of Sale Dated 07/11/2020 in favour of the Owner/Builder registered under no. PNJ-1-1695-2020 dated 17/11/2020 in the office Sub-Registrar of Ilhas, Goa.

ii) Mrs. Swarupa Laximona Lohar and her husband Mr. Manoj Venkatesh Sawant Dessai executed Deed of Sale in favour Owner/Builder and sold Plot No. "D" admeasuring 1207.75 sq. mtrs surveyed under survey No.110/5 of village Taleigao, Tiswadi Taluka, North Goa, State of Goa, vide Deed of Sale Dated 21/11/2020 Registered under no. PNJ-1-1794-2020,Book 1,dated 26/11/2020 in the office Sub-Registrar of Ilhas,Goa.

iii)Mr. Rajesh Shivaji Pednekar and his wife Mrs. Sadhika Rajesh Pednekar; Mrs. Swati Shivaji Pednekar, Mrs. Pramodini Shivaji Pednekar and her husband Mr. Gitendra Madcoicar executed Deed of Sale in favour Owner/Builder and sold Plot No. "C" admeasuring 1207.75 sq.mtrs surveyed under survey No.110/5 of village Taleigao, Tiswadi Taluka, North Goa, State of Goa, vide Deed of Sale Dated 22/01/2021 Registered under no. 2021-PNJ-316,Book 1,dated 03/02/2021 in the office Sub-Registrar of Ilhas, Goa.

AND WHEREAS the Owner/Builder is the absolute owner in possession of the Plots A, C & D totally admeasuring 6038.75 sq. mtrs and forming part of the property surveyed under survey no. 110/5 of Village Taleigao, taluka Tiswadi, Goa and which is part of the said property and the balance area of the property described in Schedule I i.e. Plot B is reserved for the future development by the Owner/Owner/Builder (hereinafter referred to as the said property and more particularly described in Schedule II written hereunder.

AND WHEREAS the said property has been exempted for converting into non agriculture under Rule 7 of Goa Daman and Diu Land Revenue (Conversion use of land and non agricultural assessment)

Rule 1969 under Official Gazette of Government of Goa bearing no RNI No.GOAENG/2002/6410, series I No.48,dated 02/03/2006.

AND WHEREAS the Owner/Builder have agreed to develop the said property by constructing a building named and styled as “Priority SITARA” (hereinafter referred to as the ‘said building’) and the Owner/Owner/Builder proposes to start the construction of the said building in the said Property.

AND WHEREAS, the North Goa Planning Development Authority have granted development permission for the construction of said building vide their Order No. GPPDA/460/TAL/809/2020 dated 16/12/2020.

AND WHEREAS, the Village Panchayat of Taleigao has granted Construction licence vide No. CONST.LIC/45/20-21/3443 dated 19/02/2021 for construction of the said building.

AND WHEREAS the requirement of Order for Consent to Establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of sewage treatment plant from the office of the Pollution Control Board is not applicable to the said building.

AND WHEREAS the Sub Registrar of Panaji - Goa has issued a Nil Encumbrance Certificate as under:

- i) Nil Encumbrance Certificate No. ____ dated_____.
- ii) Nil Encumbrance Certificate No. ____ dated_____.
- iii) Nil Encumbrance Certificate No. ____ dated_____.

AND WHEREAS the RCC Consultant R. L. Mandrekar having Reg. No.SE/0005/2018 has issued a Estimate for construction of a Building in the said property.

AND WHEREAS the requirement of NOC from Directorate of Fire and Emergency Services, Tiswadi - Goa is not applicable to the said building.

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

AND WHEREAS the Owner/Builder has started the construction of the Buildings in the proposed complex named as “**PRIORITY SITARA**”.

AND WHEREAS the Owner/Builder has opened the plans for sale on ownership basis of the residential said flats/shops in the proposed complex named as “**PRIORITY SITARA**” to be constructed in the said property.

AND WHEREAS on demand from the Purchaser/Allottee the Owner/Builder has given inspection to the Purchaser/Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Owner/Owner/Builder Architect Mr. Prashant Karapurkar and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under; and the Purchaser/Allottee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Abhay Nachinolkar, dated 26/03/2021 showing the nature of the title of the Owner/Owner/Builder to the proposed complex on which the flats/shops are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Owner/Builder and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the said flat/shop agreed to be purchased by the Purchaser/Allottee as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Owner/Builder has got all the requisite approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

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

AND WHEREAS the Owner/Builder has accordingly commenced construction of the building in accordance with the said proposed plans.

AND WHEREAS the Purchaser/Allottee have approached Owner/Builder to purchase a residential flat/ shop and has inspected

all the relevant title documents, approved plans and has agreed to purchase one residential **Flat/Shop No.** _____ having super built up area of _____ **Sq. metres** on the _____ **Floor** in the **Block-** _____ of the complex named "**PRIORITYSITARA**" with a right to use a stilt Car Parking slot bearing No.____ in the complex named "**PRIORITY SITARA**" on ownership basis, hereinafter the flat is referred to as "**THE SAID FLAT**" described in the **SCHEDULE III** hereunder written and shown in the plan annexed and the Owner/Owner/Builder has agreed to construct the same for the Purchaser/Allottee.

AND WHEREAS the carpet area of the said Flat is _____ **square meters** and "carpet area" means the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/Allottee , but includes the area covered by the internal partition walls of the said Flat.

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

AND WHEREAS, prior to the execution of these presents the Purchaser/Allottee has paid to the Owner/Builder a sum of **Rs. _____/- (Rupees _____ only)**, being part payment of the sale consideration of the said Flat agreed to be sold by the Owner/Builder to the Purchaser/Allottee (the payment and receipt whereof the Owner/Builder hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Owner/Builder the balance of the sale consideration as mentioned in the Schedule IV.

As per RERA act, the Purchaser/Allottee has to pay 10% of the consideration amount, but the Purchaser/Allottee hereby agrees and declare that the decision of paying additional amount is purely of the Purchaser/Allottee and there is no such demand from the Promoters.

AND WHEREAS, the Owner/Builder has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no. **PRGO04211290**

AND WHEREAS, under section 13 of the said Act the Owner/Builder is required to execute a written Agreement for sale of the said Flat with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Builder hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the said Flat and the covered parking on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION AND SALE WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS UNDER:

1. The Owner/ Builder shall construct the said buildings consisting of Basement, Stilts, First Floor, Second Floor, Third floor, Fourth Floor Fifth Floor, Sixth Floor, Seventh Floor and Eighth Floor on the proposed complex in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Owner/Builder shall have to obtain prior consent in writing of the Purchaser/Allottee in respect of variations or modifications which may adversely affect the Flat of the Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Purchaser/Allottee hereby agree to purchase from the Owner/Builder and the Owner/Builder hereby agrees to sell to the Purchaser/Allottee the said Flat bearing No. ____ having super built up area of ____ **sq.mtrs** and carpet area of ____ **sq. mtrs** to be constructed on the ____ **Floor** in the **Block-** ____ of the complex named "**PRIORITY SITARA**". The said flat also have an exclusive carpet area of balcony of ____ **sq. meters** and/or with and exclusive terrace area of ____ **sq. meters** as shown in the Floor plan thereof hereto annexed for a consideration of **Rs.**_____**/- (Rupees _____ only)** which includes the proportionate incidence of the common areas and facilities appurtenant to the premises.

(ii) Parking allotted to said Flat is exclusive, dedicated single parking, single parking only and is on first come first serve basis.

(iii) The said Flat which have been allotted parking will be allotted with the said flat for resale or during resale of the said Flat to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the Purchaser/Allottee along with the said Flat.

(iv) The Owner/Owner/Builder hereby agrees to transfer to the Purchaser/Allottee stilt car parking bearing No. ____ situated in the complex named of the complex named "**PRIORITY SITARA**" to be constructed in the layout without any consideration.

1(b) The total aggregate consideration amount for the said Flat is **Rs.**_____**/- (Rupees _____ only)** without any charges for stilt car parking bearing No.____ .

1(c)(i). The above said sum of **Rs._____/- (Rupees _____only)** includes the cost of the construction of the said Flat and only amenities as expressly provided in this agreement. Any other customized amenities in the said Flat as per the Purchaser/Allottee requirement shall be provided by the Builder/ Owner only upon payment of additional costs by the Purchaser/Allottee. **It is clarified that above said sum includes the exclusive rights of the Terrace area of _____ sq.mtrs allotted to the Purchaser/Allottee.** It is expressly agreed and understood by the Allottee/ Purchaser that the Purchaser/ Allottee shall have no claim towards areas including balconies or terraces which are exclusively allotted by the Owner/ Builder to the other Purchasers/ Allottees in the said project.

1(c)(ii) If the Purchaser/Allottee commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Owner/Builder shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Owner/Builder shall, however, on such termination, refund to the Purchaser/Allottee the amounts, if any, which may have till then been paid by the Purchaser/Allottee to the Owner/Builder, after forfeiting an amount of **Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only).**

If incase of any default in payment of any of the installments on its respective due dates, as per schedule no. IV by the Purchaser, then the Purchaser shall be liable to pay the Owner/Builder interest @ 09% per annum on the defaulted installment and the Purchaser/Allottee hereby agrees to the pay the above said rate of interest on the defaulted installment to the Owner/Builder.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Builder by way of Infrastructure tax, GST and

Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/Builder) up to the date of handing over the possession of the said Flat.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owner/Builder undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner/Builder shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

1(f) The Owner/Builder may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/Allottee by the Owner/Builder.

1(g) The Owner/Builder shall confirm the final carpet area that has been allotted to the Purchaser/Allottee 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, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Builder. If there is any reduction in the carpet area within the defined limit then Owner/Builder shall refund

the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules) from the date when such an excess amount was paid by the Purchaser/Allottee . If there is any increase in the carpet area allotted to Purchaser/Allottee, the Owner/Builder shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Purchaser/Allottee agrees to pay to the Owner/Builder **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** as onetime nonrefundable amount towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The Purchaser/Allottee agrees to pay to the Owner/Builder **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** as a nonrefundable amount towards legal charges.

1(j) The Purchaser/Allottee authorizes the Owner/Builder to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner/Builder may in its sole discretion deem fit and the Purchaser/Allottee undertake not to object/demand/direct the Owner/Builder to adjust his payments in any manner.

2.1 The Owner/Builder 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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said flat to the

Purchaser/Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Said flat.

2.2 Time is essence for the Owner/Builder as well as the Purchaser/Allottee. The Owner/Builder shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser/Allottee and the common areas to the association of the Purchaser/Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchaser/Allottee have paid all the consideration and other sums due and payable to the Owner/Builders as per the agreement. Similarly, the Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/Builder as provided in the Schedule IV.

3. The Owner/Builder hereby declares that the Floor Area Ratio available as on date in respect of the proposed complex is **200FAR** only and Owner/Builder has planned to utilize Floor Area Ratio by availing of FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner/Builder has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and Purchaser/Allottee has agreed to purchase the said Flat based on the proposed construction and sale of said flats to be carried out by the Owner/Builder by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner/Builder only.

4.1 If the Owner/Builder fails to abide by the time schedule for completing the project and handing over the said Flat to the

Purchaser/Allottee, the Owner/Builder agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Owner/Builder, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Owner/Builder under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee(s) to the Owner/Builder.

4.2 Without prejudice to the right of Owner/Builder to charge interest in terms of sub clause 4.1 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Owner/Builder under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Owner/Builder shall at his own option, may terminate this Agreement:

Provided that, Owner/Builder shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Owner/Builder within the period of notice then at the end of such notice period, Owner/Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Builder shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/Builder) within a

period of **120 days** of the termination, the installments of sale Consideration of the Said flat which may till then have been paid by the Purchaser/Allottee to the Owner/Builder and the Owner/Builder shall not be liable to pay to the Purchaser/Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Owner/Builder in the said building and the said flat as are set out in the Schedule V.

6. The Owner/Builder shall give possession of the said flat to the Purchaser/Allottee on or before **31/12/2027**, If the Owner/Builder fails or neglects to give possession of the said flat to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Owner/Builder shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the said flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Owner/Builder received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner/Builder shall be entitled to reasonable extension of time for giving delivery of the said flat on the aforesaid date, if the completion of building in which the said flat is to be situated is delayed on account of

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1(A) Procedure for taking possession - The Owner/Builder, upon obtaining the occupancy certificate from the competent authority and the entire payment made by the Purchaser/Allottee as per the agreement, shall offer in writing the possession of the said flat, to the

Purchaser/Allottee in terms of this Agreement to be taken within 01 month from the date of issue of such notice and the Owner/Builder shall give possession of the said flat to the Purchaser/Allottee. The Owner/Builder agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/Builder. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Owner/Builder or association of Purchaser/Allottee, as the case may be. The Owner/Builder on its behalf shall offer the possession to the Purchaser/Allottee in writing within 6 months of receiving the occupancy certificate of the Project. In case, after receipt of the entire consideration/amounts payable under this Agreement by the Owner/Builder, the Purchaser/Allottee fails to take possession of the said flat within a period of 01 month, then after the expiry of said 01 month, the possession of the said flat shall be deemed to granted unto the Purchaser/Allottee and the Purchaser/Allottee shall be liable to pay the maintenance charges as applicable including all government rates, taxes, charges, interest on delays and all other outgoings and expenses incidental to the management and maintenance in respect of the said Flat, the said project and the building therein.

(B) If the Purchaser/Allottee sells, transfers, assigns or parts with the interest under this agreement in respect of the said Flat before the receipt of the entire consideration/amounts payable under this Agreement by the Owner/Builder, then the Purchaser/ Allottee shall be liable and hereby agrees to pay to the Owner/ Builder Transfer charges at the rate of **Rs. 5,000/- per sq. mtrs.**

(C) Upon obtaining Occupancy Certificate the Owner/Builder shall execute/get executed the Conveyance of the said flat along with undivided proportionate Share of land at the cost of the PURCHASER/ALLOTTEE in the names of various the PURCHASER/ALLOTTEE applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The Purchaser/Allottee shall take possession of the said flat within 1 month of the written notice from the Owner/Builder to the Purchaser/Allottee intimating that the said flat is ready for use and occupancy:

7.3 Failure of Purchaser/Allottee to take Possession of the said flat upon receiving a written intimation from the Owner/Builder as per clause 7.1, the Purchaser/Allottee shall take possession of the said flat from the Owner/Builder by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Owner/Builder shall give possession of the said flat to the Purchaser/Allottee . In case the Purchaser/Allottee fails to take possession within the time provided in clause 7.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of **5 YEARS** from the date of handing over the said flat to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Owner/Builder any structural defect in the said flat or the building in which the said flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner/Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Owner/Builder, compensation for such defect in the manner as provided under the Act. In case the Allottee carry out any work within the said flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining flat/s, then in such an event the Owner/Builder shall not be liable to rectify or pay compensation. But the Owner/Builder may offer services to rectify

such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Purchaser/Allottee shall use the said flat or any part thereof or permit the same to be used only for purpose of residence/Shop. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/Allottee along with other Purchaser/Allottee(s) of said flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Owner/Builder may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owner/Builder within seven days of the same being forwarded by the Owner/Builder to the Purchaser/Allottee, so as to enable the Owner/Builder to register the common organization of Purchaser/Allottee. No objection shall be taken by the Purchaser/Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 1 month after notice in writing is given by the Owner/Builder to the Purchaser/Allottee that the said flat is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said flat) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges,

insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of Purchaser/Allottee is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Purchaser/Allottee shall pay to the Owner/Builder such proportionate share of outgoings as may be determined.

The Purchaser/Allottee further agrees that till the Purchaser/Allottee's share is so determined, the Purchaser/Allottee shall at the time of or before delivery of possession pay to the Owner/Builder provisionally **24 months contribution in advance amounting to Rs.48,000/- (which accounts Rs.2000/- per month contribution)** towards the above outgoings. In the event, after the expiry of 24 months, any association or Society for maintenance of the Project is not formed all the Purchasers/allottes in the Project, then the Purchaser/Allottee shall be liable to pay the such amounts as determined by the Owner/Builder for the maintenance of the said project

10. The Purchaser/Allottee shall at the time of or before delivery of possession of the said flat/shoppay/ deposit with the Owner/Builder, the following amounts:

- (i) **Rs. 10,000/-** for share money, application entrance fee of the Society,
- (ii) **Rs. 25,000/-** towards legal fees;
- (iii) **Rs. 5,000/-** for proportionate share of taxes and other charges/levies in respect of the Society;
- (iv) **Rs. 1,50,000/-** for amount towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) such amount as payable towards in respect of said flat/shop which may increase at the time of execution of deed of sale due to any new government notification /circular/order prescribing hike in

infrastructure tax, water and electricity connection, transformer cost and house tax charges.

(v) **Rs. 50,000/-** as Corpus in respect of the Society or limited Company/ Association/ Entity.

(vi) **Rs. _____/-** as amount as payable towards stamp duty and registration fees for the sale deed of the said premises and which may increase depending upon market value at the time of execution of deed of sale or which may increase due to any new government notification prescribing hike in calculation of Stamp duty and Registration fees.

11. The Purchaser/Allottee shall pay to the Owner/Builder a sum of **Rs. 25,000/-** for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Owner/Builder in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/Allottee shall pay to the Owner/Builder, the Purchaser/Allottee share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Purchaser/Allottee shall pay to the Owner/Builder, the Purchaser/Allottee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE OWNER/BUILDER.

The Owner/Builder hereby represents and warrants to the Purchaser/Allottee as follows:

- i. The Owner/Builder has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Owner/Builder has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Owner/Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Owner/Builder 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 Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Owner/Builder has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement

with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

- viii. The Owner/Builder confirms that the Owner/Builder is not restricted in any manner whatsoever from selling the said flat to the Purchaser/Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/Allottee the Owner/Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottee ;
 - x. The Owner/Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/Builder in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said flat may come, hereby covenants with the Owner/Builder as follows :
- i. To maintain the said flat at the Purchaser/Allottee own cost in good and tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffer to be done anything in or to the building in which the said flat 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 flat is situated and the

said flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said flat 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 flat 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 flat is situated, including entrances of the building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated or the said flat on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Owner/Builder to the Allottees and shall not do or suffer to be done anything in or to the building in which the Said flat is situated or the Said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Said flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said flat is situated and shall keep the portion, sewers, drains and pipes in the Said flat 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 flat 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 flat without the prior written permission of the Owner/Builder.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said flat 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 Said flat in the compound or any portion of the project land and the building in which the Said flat is situated.

vii. Pay to the Owner/Builder within **15 DAYS** of demand by the Owner/Builder, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Said flat 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 flat by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.

ix. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said flat until all the dues payable by the Purchaser/Allottee to the Owner/Builder under this Agreement are fully paid up.

x. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or

amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said flats 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 Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said flat 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.

15. The Owner/Builder shall maintain a separate account in respect of sums received by the Owner/Builder from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the flats or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Said flat along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Owner/Builder until sold/allotted.

17. OWNER/BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner/Builder executes this Agreement he shall not mortgage or create a charge on the Said flat / Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee who has taken or agreed to take such Said flat.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEE

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 Purchaser/Allottee of the Said flat, in case of a transfer, as the said obligations go along with the Said flat, for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in Project, the same shall be in proportion to the carpet area of the Said flat to the total carpet area of all the Said flats in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Purchaser/Allottee.

24. FURTHER ASSURANCES

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner/Builder through its authorized signatory at the Owner/Builder's Office, or at some other place, which may be mutually agreed between the Owner/Builder and the Purchaser/Allottee, after the Agreement is duly executed by the Purchaser/Allottee and the Owner/Builder or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

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

27. That all notices to be served on the Purchaser/Allottee and the Owner/Builder as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Owner/Builder by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/Allottee: **Mr.**_____

Purchaser/Allottee Address : _____

Notified Email ID: _____

M/s Owner/Builder name:**M/S. PRIORITY CONSTRUCTIONS**

Through Partner & Power of Attorney Holder

MR. SWAPNEEL PRABHU NACHINOLCAR

office at 'Priority Signature' on second floor, above Honda Showroom,
New Taleigao Bypass Road, Taleigao, Tiswadi, Goa. Pin code 403003

Notified Email ID: priority.constructions@gmail.com

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

28. JOINT PURCHASER/ALLOTTEE

That in case there are Joint Purchaser/Allottee all communications shall be sent by the Owner/Builder to the Purchaser/Allottee whosename appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottee .

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

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

31. GOVERNING LAW

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

As per RERA, the Owner/Builder has demanded only 10% of the total consideration. Incase the Owner/Builder has received more than 10% of the consideration amount , then the same is at the request of the Purchaser/Allottee and not on demand.

32. The Owner/Builder, Purchaser/Allottee and Owners hereby declare that the property/Flat in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No.RD/LAND/LRC/318/77 dated 21/08/1978

33. At present the possession of the SAID FLAT has not been handed over to the PURCHASER/ALLOTTEE.

SCHEDULE NO. I

All that property known as "GORBHAT" also known as "SOCHIACHI TALEI" surveyed under survey no. 110/5 of Village Taleigao admeasuring 9662 sq. mts., situated at St. Inez, Taleigao, within the local limits of Village Panchayat of Taleigao, Tiswadi Taluka, District of North Goa, State of Goa and which property is a part of whole property described in the Land Registration Office of the Sub District of Ilhas under no. 14661 at folio 166V at Book B-38(New) and Matrize no. 57 and is bounded as under :-

ON THE NORTH: By the SY.NO. 110/2 and 111 of village panchayat taligao.

ON THE SOUTH: By the Nallah.

ON THE EAST : By the SY. NO. 110/5 Acquired by the government of Goa (Sewage Plant).

ON THE WEST : By the Sy.No. 110/4 village Panchayat Taleigao.

SCHEDULE NO. II

(DESCRIPTION OF THE SAID PROPERTY)

All that PLOTS A, C & D totally admeasuring 6038.75 sq. mtrs and forming part of the property surveyed under survey no. 110/5 of

Village Taleigao, taluka Tiswadi, Goa described in Schedule I above and is and is bounded as under:-

ON THE NORTH: By the Survey No:110/2 and 111 of village panchayat taligao

ON THE SOUTH: By the Nullah.

ON THE EAST :By the SY.No.110/5 acquired by the Government of Goa(sewage Plant)

ON THE WEST : Sy. No. 110/4 village panchayat Taligao and Part of the same property.

SCHEDULE III

(DESCRIPTION OF THE SAID FLAT)

All that **Flat No.** ____having super built up area of ____**sq.mtrs** and carpet area of ____**sq.mtrs** to be constructed on the ____**floor** in the **Block-** ____of the building named and styled as “**PRIORITY SITARA**” together with the undivided proportionate share in the land described in the Schedule I situated at St. Inez, village Taleigao, within the local limits of Village Panchayat of Taleigao, Tiswadi Taluka, District of North Goa, State of Goa and which property is better described in the Schedule I hereinabove mentioned and Stilt car parking space in the said building.

SCHEDULE NO. IV
(MODE/SCHEDULE OF PAYMENT)

	Schedule /Date of payment	% Amount payable of total consideration
1.	At the time of signing of this Agreement	20%
2.	On completion of footing	15%
3.	On completion of Plinth	10%
4.	On completion of 1 st Slab	10%
5.	On commencement of masonry	10%
6.	On completion of 3 rd slab	10%
7.	On completion of 5 th slab	10%
8.	On completion of roof slab	8%
9.	On commencement of flooring	5%
10.	At the time of possession	2%

The Owner/Builder will intimate the Purchaser/ Allottee at the address/ email mentioned in clause 27 of this Agreement of the amounts due as per the above Schedule. In the event the Purchaser/ Allottee fails to make payment of the amounts due within 15 days of the intimation, the Purchaser/ Allottee shall be liable to pay interest @ 9% per anum for any Delay/default in payment as per above schedule.

SCHEDULE NO. V

Plaster

- Celing 6mm thick of ratio 1:3
- Internal plaster :- single coat,12mm thick of ratio 1:4
- External plaster : double coat 18 mm thick in 2 coats under layer 12mm thick, cement plaster 1:5 and Top layer 6mm thick with cement plaster 1:3.

Flooring:

- The flooring will be vitrified/Ceramic or equivalent tiles(Johanson,Somany or equivalent)
- For Staircase treads,lobby-Green marbel polished
- For Staircase risers- JaislmerMarbel polished
- For Kitchen platform and sitout- Zet black granite
- Under flooring section :Kitchen dado at 60cm height.
- Toilet flooring will have tiles and dado upto full height (Johanson,Somany or equivalent)

Frames:

- All the doors will be of teakwood frames.
- All the kitchen and bedroom doors will be of sal wood frames.
- All the toilet doors will be of black granite frames
- All the windows will be of UPVC with frames

Doors :

- All the main doors will be of teak/flush doors with both side veneer.
- All the bedroom and kitchen doors will be of flush doors with both side veneer

- All the toilet doors will be of UPVC/flush door with one side veneer (out) and one side laminated (in)

Doors fittings :

- Doors fittings will be Godrej or equivalent

Internal Décor :

- The walls and ceilings will be painted with plastic emulsion (Nerolac , or Asian or equivalent)
- Wall putty will be of cement base

External Décor :

External walls will be painted with weather shield paint (Nerolac or Asian or equivalent)

Plumbing & Sanitary :

- Plumbing : Jindal/Tata or equivalent
- Cera/Jaquar or or equivalent

Electric Installation :

Roma/Finolex or equivalent

In WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED BY THE WITHIN NAMED

“THE OWNER/VENDOR/BUILDER /PROMOTOR” OF THE FIRST PART

M/S. PRIORITY CONSTRUCTIONS

THROUGH ITS PARTNER No.1

Mr. SWAPNEEL ULHAS PRABHU NACHINOLCAR

And Power of Attorney Holder for PARTNER NO.2

Mr.PARIND ULHAS PRABHU NACHINOLCAR

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(Impressions of the right hand finger tips)

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(Impressions of the left hand finger tips)

SIGNED AND DELIVERED BY THE WITHIN NAMED
“PURCHASER/ALLOTTEE / FINANCIER/UNIT HOLDER” OF
THE SECOND PART

Mr. _____

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.....

(Impressions of the right hand finger tips)

.....

(Impressions of the left hand finger tips)

WITNESSES:

1. _____

2. _____

ANNEXURE – A

TITLE REPORT

ANNEXURE –B

FORM I and XIV

ANNEXURE –C

SURVEY PLAN

ANNEXURE - D

BUILDING PLAN

ANNEXURE -E

CONSTRUCTION LICENCE

ANNEXURE – F

NIL ENCUMBRANCES

ANNEXURE – G

REGISTRATION CERTIFICATE OF THE PROJECT GRANTED BY THE
REAL ESTATE REGULATORY AUTHORITY

ANNEXURE-H

FLOOR PLAN OF THE FLAT

ANNEXURE-I

CAR PARKING PLAN