

AGREEMENT FOR SALE

This Agreement made at this day of in the year Two Thousand and.....

NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED, PAN NO. AACCN5572F, a private limited Company, registered under the Indian Companies Act 1956 and having its registered office at 1204/4, Shivaji Nagar, Ghole Road, Pune, Maharashtra 411004, represented for the purpose of execution of this Agreement by Mr. HEMANT DATTAJI NAIKNAVARE, son of Shri Dattaji Prabhuji Naiknavare, age 57 yearr, and/or Mr. RANJIT DATTAJI NAIKNAVARE, son of Shri Dattaji Prabhuji Naiknavare, age 55 years, Indian National, 1204/4, Ghole road, Shivajinagar, Pune 411004 hereinafter referred to as the **"PROMOTER"** (which expression unless it be repugnant to the context and meaning thereof shall mean and include its successors in title and assigns) OF THE ONE PART (The PROMOTER is represented herein by Mr. HEMANT DATTAJI NAIKNAVARE, son of Shri Dattaji Prabhuji Naiknavare, age 57 yearr, and/or Mr. RANJIT D. NAIKNAVARE, age 55 years, business, married , Indian National residing at Sonjai Lane No. 15 , Prabhat road, Pune-411004 duly authorized by the Company vide its Resolution dated 07.02.2018)

..... of the one part

AND

1. **MR.** _____, son of MR. _____ of age ____ years, Indian National , Pan _____ , occupation _____, married ,
2. **MRS.** _____, wife of MR. _____ of age ____ years , Indian National , Pan _____ , occupation _____ , both residing at _____. Hereinafter referred to as **"THE ALLOTEE"**. (which expression unless it be repugnant to the context and meaning thereof shall mean and include their heirs, executors, administrators, legal representatives and assigns)

.....of the other part.

- a. **WHEREAS** by Deed of Sale dated 02/05/2008, registered in the Office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No.1434 at pages 88 to 125 at Book No.I, Volume No.1956 on 06/05/2008, the Promoter purchased the larger property admeasuring 1,63,324 Sq.mt from its erstwhile owner M/s. Enterprise Value Enhancement (India) Private Limited, and out of the said larger property, the Promoter is carrying out development and construction on the portion admeasuring 49,856 Sq.mt under a complex known as **"ESMERALDA"**. The said portion of land admeasuring 49,856 Sq.mt, is more particularly described in **SCHEDULE-I** herein below.;

- b. **AND WHEREAS** the Promoter would be developing the aforesaid portion of land 49,856 Sq.mt under the residential complex "**ESMERALDA**" in phase wise manner by constructing residential and commercial buildings and on some of the portion of the said entire property by sub dividing the same into plots which shall have common amenities for entire Complex "Esmeralda". The Promoter has obtained the following plans and licenses, permissions and approvals in respect of the said entire property;
- i) The Conversion Sanad dated 11/11/2009, under No. RB/CNV/TIS/15/2009 from the Office of the Collector North Goa, District, Panaji Goa for use of agricultural land into non agricultural use and
 - ii) Order dated 27/12/10 from the Office of the Town Planner, Town and Country Planning Department Panaji, under No. TIS/6697/PAN/49/TCP/10/1751, followed by TIS/6697/PAN/TCP/13/1266 dated 14.08.2013, VP/SOG/TIS/2013-14/1497 dated 18.12.2013, TIS/6697/PAN/TCP/16/424 dated 23.03.2016 and
 - iii) the letter from the Government of India, Ministry of Environment and Forests dated 16/3/2010 under No. 21-11/2009-IA.III and
 - iv) technical clearance order dated 8/7/11 from the of the Town Planner, Town and Country Planning Department Panaji, and got the Plan approved from the Town and Country Department,
 - v) Construction License bearing No. VP/SOG/27/2011-12 dated 25/11/2011 and VP/SOG/28/2011-12 dated 25/11/2011 followed by revised Construction License No. VP/SOG/23/2013-14, VP/SOG/28/2011-12, VP/SOG/TIS/2011-12/1155 dated 25.11.2015, VP/SOG/23/2013-14 dated 16/12/2016 are issued by Village Panchayat of Se Old Goa has been granted by concerned Authorities.
- c. **AND WHEREAS** the Promoter would be constructing number of buildings of a number of floors comprising of a number of Apartments/shops along with a Club House under the said complex "ESMERALDA" by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS) of Town and Country Planning Department, Panaji;
- d. **AND WHEREAS** in a first phase, according to the said approvals the Promoter has completed construction of building No. 'L(B-4)', 'M(B-1)', 'N(B-2)', 'P(B-3)', 'Q' in FUNK SPACE/FUNK CORNER of the Complex "ESMERALDA" on the said entire property and obtained Completion Certificate from the Competent Authority. The Promoter is in process of completion of development of Plots in some of the portion of land under the said complex "ESMERALDA".
- e. **AND WHEREAS** as a second Phase, the Promoter would be constructing residential buildings 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', one commercial building, one building of Club House comprising of three shops at ground level for entire complex 'ESMERALDA', which having floors and number of residential

Apartments as mentioned below and the Promoter is developing Plots on land admeasuring **49,856 Sq.mt** which is more particularly described in the **SCHEDULE-I** hereunder written (Hereinafter referred to as **"the Project-2 land/the said entire property"**) and to construct thereon building/s; The Project land is delineated in Red colour in the Plan annexed herewith as ANNEXURE-C; In the said Project land the development of an area under zone-A-2 is not yet commenced by the Promoter. Out of the entire Layout of ESMERALDA, the details of areas of land under plotted development, internal Roads, Original Development Road, area under zone A2 and land under the said Project-2 in the entire complex **"ESMERALDA"** are mentioned in below table and described in details in the respective Schedules.

Particulars	Area in Sq.mt	SHCDULE to be referred in the present Agreement
Area under complex ESMERALDA	49,856.00	SCHEDULE- I
Area under internal Roads	3047.40	(Not referred as SCHEDULE)
Area under Original Development Roads + Road widening area	10664.00	
Total area under Plots	6696.60	
Area under Zone A2	3850.00	
Area of land for calculation of undivided share of the Allottee	29448.00	SCHEDULE- III

AND WHEREAS Ministry of Environment & Forest, Government of India on 16th March, 2010 granted Environmental clearance to the promoter for construction of residential and commercial project at Survey No. 13/1-C, 14/1-B, 15/1-B village Panelim, Taluka Tiswadi, Goa. However, as per decision taken by the Authority in the Minutes of the 39th GOA State Environment Impact Assessment Authority (Goa-SEIAA), the Promoter will submit fresh revalidation proposal for further appraisal/ consideration to Goa-SEIAA and such order to be obtained by the Promoter from Goa-SEIAA shall be made available to the Allottee as well as uploaded on website of the Regulatory Authority as and when received by the Promoter;

AND WHEREAS the Promoter is entitled and authorized to construct buildings on the Project-2 land in accordance with the recitals herein above;

AND WHEREAS the Promoter is in possession of the project-2 land;

AND WHEREAS the Promoter has proposed to construct on the Project-2 land as specified below;

The narration of buildings under the ESMERALDA- Project-2 is given below;

Sr.No	Name of Residential Building	Floors	Comprising of residential Apartments
1	A	Parking floor + 4 floors	11
2	B	Parking floor + 4 floors	8
3	C	Ground Floor + 3 floors	8 situates on 2 nd & 3 rd floor
4	D	Parking floor + 4 floors	11
5	E		8
6	F		8
		Parking floor + 4 floors	4
7	G	Parking floor + 4 floors	11
8	H		8
9	I	Ground Floor + 3 floors	8
		Parking floor + 4 floors	4
10	J	Parking floor + 4 floors	11
11	K	Ground floor + 3 floors	8
		Parking floor + 4 floors	4

In building ‘C’, Club House is situates partially on ground floor and partially on first floor and 3 shops situates on ground floor.

Sr.No	Total Number of Plots	Total Area under Plots in Sq.mt
1	1 to 23	6696.60

Sr.No	Name of Commercial Building	Floors	Comprising of Shops/Offices
1	Name of building will be given in due course	basement+ ground+ 2 floors	8 Offices, 1 Shop, 1 store room

AND WHEREAS the Allottee has agreed to purchase an residential Apartment / Shop/ Office bearing number on the floor, (herein after referred to as the said Apartment”) in the..... the Building (herein after referred to as the said “Building”) being constructed in the second phase and known as ESMERALDA Project-2, by the Promoter;

OR

AND WHEREAS the Allottee has agreed to purchase Plot bearing number, (herein after referred to as the said "Plot") being developed in the Complex ESMERALDA Project-2, by the Promoter;

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s and Plots to be constructed/ developed by the Promoter on the Project-2 land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the Project-2 land and the plans, designs and specifications prepared by the Promoter's design Architect Ms. Gauri Naiknavare and Liosoning Architect Soares and Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter Mr. Upendra Timbale, relevant revenue record showing the nature of the title of the Promoter to the Project-2 land on which the Apartments are constructed or are to be constructed have been annexed hereto as **ANNEXURE -A** and **ANNEXURE-B** respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed as **ANNEXURE-C**; and revisions/deviations proposed by the Promoter as recommended by the Architect/ Engineer and as may be permitted by Planning Authority are declared and intimated by the Promoter to the Allottee herein below;

AND WHEREAS the authenticated copies of the floor plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto as **ANNEXURE-D**;

AND WHEREAS the Promoter has got some of the 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 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 competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project-2 land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. onfloor in wing situated in the building No. being constructed in the said ESMERALDA Project-2;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is square meters ;

AND WHEREAS the Apartment also has attached exclusive open balcony of an area admeasuring.....Sq.mt and exclusive Open terrace area admeasuring.....Sq.mt attached to the said Apartment for the exclusive use of the Allottee.

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the ESMERADA Project-2 under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.; authenticated copy is attached in **ANNEXURE-E**;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable);

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

1. The Promoter shall construct the said building consisting of Parking floor/ Ground Floor and upper floors on the Project-2 land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

OR

The Promoter shall develop the said Plot in the Project-2 land in accordance with the plans, designs as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Plot of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of carpet area admeasuring sq. Meters. The apartment shall also have attached exclusive open balcony of an area admeasuring.....Sq.mt and exclusive Open terrace area admeasuring.....Sq.mt onfloor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan at Annexures-D thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE-IV** annexed herewith.

OR

(i)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot No. of area admeasuring sq. Meters. (hereinafter referred to as "the Plot") as shown in the Floor plan at Annexures-C thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE-V** annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos situated at stilt/ Ground floor being constructed in the layout for the consideration of Rs./-

- 1(b) (i) The total aggregate consideration amount for the Apartment/Plot including covered parking spaces is thus Rs. /-
- (ii) The Allottee accepted that the price of the Apartment is finalized by taking into consideration the benefits to be received by the Allottee against the input tax credit under the Goods and Services Act and the Allottee is not entitled to demand further input tax credit of GST and/or discount from the Promoter.(NOT APPLICABLE FOR PLOT)

- 1(c) (i) The Allottee has paid on or before execution of this agreement a sum of Rs..... (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs./- (Rupees) in the following manner:

PAYMENT PLAN FOR APARTMENT		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	8.00%	
On Completion of 1 st Slab above the Plinth	08.00%	
On Completion of 2 nd Slab above the Plinth	08.00%	
On Completion of 3 rd Slab above the Plinth	08.00%	
On casting of Roof Slab	08.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said	05.00%	

Apartment.		
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the building	05.00%	
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving if any specified, of areas appertaining and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

OR

PAYMENT PLAN FOR PLOT		Amount in Rupees
paid before execution of this agreement	10%	
within 15 days after agreement	20%	
on obtaining provisional NOC from Competent Authority	50%	
At the time of handing over of the possession of the Plot to the Allottee on or after receipt of final subdivision, whichever is earlier	20%	
Grand Total	100.00%	

- ii) The payment towards price of the Apartment/Plot shall be made within 7 days from the due date as per the payment Schedule above and interest as specified in Rules of RERA will be applicable on delayed payments.
- iii) The amount towards price of the Apartment/Plot will be deposited in designated account as per RERA, 2016, and the details of the same are Account No. ".....", name of Account "....." and IFSC is The cheque/NEFT/RTGS shall be paid in the said Account. For the due amount towards GST cheque shall be drawn in favour of ".....".If the Allottee made payment made by NEFT/RTGS then he should immediately intimate to the Promoter.
- iv) It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work

of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

- 1(d) The Total Price above excludes stamp duty and registration charges, Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 Promoter) up to the date of handing over the possession of the Apartment/Plot and which shall be borne by the allottee as and when applicable.
- 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/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area of the Apartment that has been allotted to the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment

Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1 (i) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.
- 1 (j) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ Goods and Service Tax or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such service tax as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of service tax as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of service tax.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment and the common areas to the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement Similarly, the 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 Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

- 3.1 The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the buildings in complex Esmeralda to be constructed in S2 zone as per approved Plan is 25288 Sq.mt square meters only and Promoter has planned to utilize Floor area ratio of 19673.43 Sq.mt as per the Development Control Regulation which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 19673.43 Sq.mt as proposed to be utilized by him on the project-2 land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI/ FAR and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 3.2 The Promoter (*without prejudice to the other rights and remedies in this agreement and in law*) shall be entitled, without any reference to the Allottees and/or organization/s of the Allottees to develop the layout of the ESMERALDA by putting number of buildings and/or to dispose of such building as may be permissible.
- 3.3 Notwithstanding anything contained anywhere in this Agreement and irrespective of the Sale Deed and other conveyances in favour of Allottees in the complex "ESMERALDA", the Allottee hereby declares, confirms and agrees that;
 - (a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project – 2 land and/or the Complex "ESMERALDA " either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,
 - (b) The Allottee accepts, agrees and ratifies that till completion of entire development under the said entire property, the Promoter is entitled for benefit of unused FAR/FSI and of increase in FAR or FSI in respect of the said entire Property and Allottee has granted his irrevocable consent to use the said FSI in any manner as per discretion of the Promoter,
 - (c) The Allottee accepts, agrees and ratifies that the Promoter is entitled to develop and dispose off the area under A-2 Zone as he deems fit,
 - (d) The Allottee has granted his/her/their irrevocable consent for revision/modification in the building plans of commercial building,
 - (e) The Allottee also records his no objection for the Promoter undertaking or continuing with any other development activities in the said entire property at any time and the Allottee undertake not to obstruct or dispute the same in any manner,

- (f) It is clearly understood and agreed by and between the parties hereto that the Promoter shall be entitled, and are hereby permitted to make such variation /revision in the plans or in the layout of the said complex 'ESMERALDA' or in the said entire property, including relocating the open spaces / all structures / building and/or varying the location of the access to the building, without affecting the built up area of the said flat for construction and development,
 - (g) It is further declared by the Promoter and also agreed by the Allottee that as regards portion of land under D.P. roads, more particularly mentioned hereinabove shall be the exclusive right of the Promoter to surrender the same to the Government Authorities as and when required by the Authorities and the Promoter is entitled to claim compensation from the Government Authorities in lieu of the same and utilize the same in any manner,
 - (h) In the layout of the complex 'ESMERALDA', services such as underground water tank, Sewage Treatment Plant, Electric Transformer, and Club House, landscape garden including children play equipments, Organic waste converters are common for all the residential buildings, commercial buildings and Plots in complex ESMERALDA,
 - (i) A single Co-operative Housing Society shall be formed and registered for all the buildings in the layout of the said complex 'ESMERALDA' for maintenance purpose.
 - (j) the Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of Project-2 land and/or other pieces of land adjoining to the Project-2 land and the said entire property, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment *being* raised by the Allottee,
- 4.1 If the Promoter fails to abide by the time schedule for handing over the Apartment/Plot to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing any default of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, all the installments which may till then have been paid, within a period of sixty days of the termination. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in **SCHEDULE-iv** herein below.

OR

The Common amenities and facilities to be provided by the Promoter to the said Plot as are set out in **SCHEDULE-V** herein below.

6. The Promoter shall give possession of the residential Apartment/Plot/Shop/Offices and Club House to the Allottee as mentioned below.

Sr. No	Name of Residential Building	Date of Completion
1	A	30 th June 2019
2	B	30 th June 2019
3	Residential Apartments & Shops in C	30 th June 2019
4	D	30 th June 2019
5	E	30 th June 2019
6	F	30 th June 2019
7	G	31 st March 2019
8	H	31 st March 2019
9	I	30 th June 2019
10	J	31 st December 2018
11	K	31 st December 2018

Club House	Date of Completion- 31 st December 2018
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Plotted Development	Date of Completion
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1 to 23	31 st March 2019
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Commercial Building	Date of Completion 30 th June 2019
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If the Promoter fails or neglects to give possession of the Apartment/Plot to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Plot with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated/ development of Plot is delayed on account of;

- i) war, civil commotion or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court,
- iii) the Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv) any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- v) non-availability of steel, cement or any other building materials, water or electric supply,
- vi) any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,
- vii) any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession.— The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7days thereof intimate the Allottee that the said Apartment/Plot is ready for use and occupancy and offer an opportunity to the Allottee for inspection of the said Apartment in writing. Upon receipt of entire payments as per agreement from the Allottee and on completion of possession formalities by the Allottee, the Allottee shall take possession of the Apartment/Plot within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/Plot is ready for use and occupancy. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities,

documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartments are ready for use.

7.2 The Allottee shall take possession of the Apartment/Plot within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment/Plot upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment/Plot from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation, and the Promoter shall give possession of the Apartment/Plot to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment/Plot is ready for use.

7.4 (a) The construction of buildings in the present Project, is in the form of a combination of conventional R.C.C. type construction. The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof.

(b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs. In case the allottees carry out any work within the appartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter 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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment/Plot or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9.1 The Allottee along with other allottee(s)s of Apartments and Plots in the entire complex 'ESMERALDA' shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.2 (a) The Allottee hereby agree and undertake to be a member of the Association of Owners/ Maintenance Society or such other Entity to be formed at any time in future for the exclusive purpose of maintaining the building in which the said Apartment is situated along with any other building/s and plot holders in the entire complex 'ESMERALDA' as may be decided in future and accordingly, the Allottee shall from time to time to sign and execute all applications for membership and other papers and documents necessary for the formation and the registration of such Association of Owners/Maintenance Society or such other Entity and to observe and comply with all bye-laws, rules and regulations that may be laid down by the Association of Owners/Maintenance Society or such other Entity from time to time.

(b) All costs, charges, expenses, for the formation of the Association of Owners/Maintenance Society or such other Entity and the bye laws, rules and regulations shall be borne by the Allottee together with other Apartment/plot/office/ premises holders as may be required or demanded in that regard.

(c) All common areas and facilities in the Complex "ESMERALDA" shall be shared by each Allottee (including Apartment and Plot Purchasers) in the Complex "ESMERALDA" under the layout of the said entire property on payment of respective maintenance charges.

(d) The conditions and restrictions cast by the Promoter/ Association of Owners / Maintenance Society or such other entity to be formed, in relation to the use of facilities and the timings of their use etc., shall be binding on the Allottee.

(e) The Promoter has sole discretion and absolute right to define common area, restricted areas and facilities for the said Society and prepare rules and regulations and bye-laws of the society. All the Apartment Allottees, Plot Allottees and their lessee or licensee or any other nominee/representative shall follow and abide all the rules and bye-laws of the said society.

- 9.3 (a) In view of formation of maintenance society for all the Allottees and plot owners under the layout of the said entire land and to grant conveyance in favour of the Allottee with an undivided proportionate title in the common areas, the Promoter shall execute Deed of Conveyance, sale, transfer of all its rights, title and interests in the said Apartment/Plot along with the undivided share or interest in the land described in the Schedule-III given hereunder, on or before **31.03.2020** or at the time of delivery of possession of Apartment/ Plot/ Shop/ Offices, whichever is earlier, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartments, if any. However, it is agreed by the Allottee The land described in the SCHEDULE-III herein below comes after deducting area under Original Development Roads, area under internal roads and area under Plots, as mentioned in the above table, from the said entire property.

Provided that, after conveying the title to the Allottee as mentioned in above clause No.9.3(a) above, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building or Plot or premises which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(b) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/ organization of Allottees,

(c) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.

- 9.4 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project-2 land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management for maintenance of the Project-2 land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined 24 months in advance at the time of possession, as mentioned below. In case of society is not formed & maintenance of the said project taken care by Promoter, the Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution towards the outgoings for further period also. The Allottee undertakes to pay such provisional contribution and such proportionate share of outgoings regularly on quarterly basis on the 5th day of January, April, July and October and for every quarter in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

The Allottees in the entire Complex "ESMERALDA" shall pay to the Promoter proportionate share of outgoings as determined by the Promoter as per provisional rates in following manner:

- i) For Residential Apartment **Rs. 4.45 paise** per sq.ft. of total useable area of the residential Apartment per month along with GST applicable,
- ii) For **shops / Offices Rs. 4.45 paise** per sq.ft. per sq.ft. of total useable area per month along with GST applicable,

iii) For **Plots Rs. 1.17 paise** per Sq.ft per month for open plot and **Rs. 3.16 paise** per Sq.ft per month (post completion of construction), per month along with GST applicable,

iv) **Rs. 1125/-** per residential Apartment/ Shop/ Office/ premises/Plot per month to towards Club House maintenance charges,

towards the payment of common expenses and maintenance of other common facilities in the said complex "ESMERALDA" as mentioned below. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till handing over responsibility of maintenance to co-operative Society or till 24 months whichever is earlier. The Promoter shall be entitled to entrust maintenance of common areas and facilities to maintenance Co-operative Society of the Allottee in the said entire land even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then to the Society, after deduction if any.

(b) The maintenance amount / outgoing charges mentioned above towards Common Maintenance shall include only following items:

- i) Housekeeping and cleanliness of common area,
- ii) Maintenance contracts of generator and it's consumables , pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Sewage Treatment Plant (STP), Water Treatment Plant (WTP) water bodies, filters , intercom including all AMC therein,
- iii) Common electricity bills for common area of buildings and common areas of the Society,
- iv) Security charges,
- v) Gardening charges,
- vi) Running expenses for clubhouse, (Gym), Swimming Pool, Pump Room and play grounds and equipment's thereof and any AMCs thereupon,
- vii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses,
- viii) Non agricultural taxes and any other similar taxes
- ix) Pest control expenses including AMC,
- x) Expenses incurred for maintenance of replacements of electric switches /light points,
- xi) Elevator repairs & maintenance contracts along with lift inspection charges including AMC,
- xii) Property tax for Club House

The maintenance amount / outgoing charges mentioned above towards Common Maintenance shall not include following items and the Purchasers will have to pay to the society/Promoter towards the following items as and when demanded by the society/Promoter.

- i) Society and managing committee administration,

- ii) Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
- iii) Sinking fund etc.
- iv) Property taxes of individual building/ Apartments and common amenities etc.
- v) Any other taxes, levies, cess etc. of the property,
- vi) Any other statutory charges,
- vii) Repairs of the building for leakages, seepage to the property or any part thereof.
- viii) Wear and tear charges.
- ix) Water charges
- x) Expenses of water as may be required to be purchased from private sources and all other related expenses.
- xi) repairs and maintenance fund,
- xii) panchayat or land taxes cess etc.and/or insurance

(c)The said monthly maintenance may be changed from time to time as may be decided by the Promoter or the society or other entity to be formed as aforesaid. The ALLOTTEE shall not stop / commit default in payment of said monthly maintenance charges for any reason whatsoever nature. In case of any discrepancy of whatsoever nature as regards to the payment of said monthly maintenance charges it shall not entitle the Allottee to stop effecting the said monthly maintenance charges or any other payment as agreed in the present Agreement.

(d) The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the complex "ESMERALDA". It is hereby expressly agreed by both parties that the account of expenses of such Account will be presented to the managing committee of the Society at the time of handing over of maintenance responsibility to the Society.

(e)There shall not be levied any maintenance charges or common maintenance and/or water with respect to the residential Apartments/Shops/Offices/premises remaining to be sold by the Promoter in the buildings on the said entire property till sale of such Apartment/shop/plot.

(f) The Allottee has been informed the certain services are common to the complex ESMERALDA on the said entire land and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.

(g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees duly resolving that the above

maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society, as the case may be. The Allottee shall be bound to pay the same and the Allottee has agreed to pay the same within 15 days from the date of such intimation. In case of maintenance continued beyond 24 months and Promoter not handed over the society due to uncertain reasons, Allottee will continue to pay maintenance quarterly in advance before 5th of quarter to the Promoter.

(h) The society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the Promoter/ the Society.

(i) In case the Allottee stops or commits default in payment of said monthly maintenance charges for any reason whatsoever nature, in such an event the Allottee will not be eligible for use of any common services in building and in project ESMERALDA , and the Promoter/ Associations of Owners/ Maintenance society or such other Entity to be formed shall be entitled to restrain the Allottee from using such services, apart from such other action being taken by them and also to recover the said amount.

(j) The hereby agrees and confirms that in the event any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

(k) The Allottee shall not stop the monthly maintenance charges or claim any reduction in the monthly maintenance charges as fixed in terms of clauses hereof, nor shall seek any damages/compensation from the Promoter/Association of Owners/Maintenance Society or such other Entity to be formed in respect thereto.

(l) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of the said agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment/Plot/Shop/Office.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts and for the due amount towards aforesaid charges as mentioned below along with GST, if any, a separate cheque shall be drawn in favour of "....."
- (i) **Rs. 600/-** for share money, application entrance fee of the Society or Limited Company//Federation/Apex body.
 - (ii) **Rs. 9,000/-** for formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) **Rs. 65,000/-** for one bedroom, **Rs. 80,000/-** for 2 bedroom and **Rs. 95,000/-** for 3 bedroom for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
 - (iv) **Rs. 10,000/-** as legal charges.
11. The Allottee have deposited with the Promoter an amount of Rs. 2,50,000/- (Rupees Two lakh fifty thousand only) as non-refundable one time membership charges of the club House. The Allottee has agreed to the same and has agreed not to claim refund of the said membership charges under any circumstances.
12. The Allottee shall pay to the Promoter a sum of **Rs. 5,000/-** for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
13. At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, on such instrument of conveyance in respect of the said Apartment/Plot as agreed hereinabove.. At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, on such conveyance or any document or instrument of transfer.
14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:
The Promoter hereby represents and warrants to the Allottee as follows:—
- i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
15. The Allottee/s or himself/themselves hereby covenants with the Promoter as follows:—
- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the

- rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
 - v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- vii) Not to obstruct for an access from private gardens for maintenance of drainage and other services. It shall be compulsory from all podium level flats.
- viii) Not to change location of Air-conditioning outdoor units (ODUs) except designated service ducts. The duct spaces and its service slabs shall not be used as storage spaces for any other equipment or household items. The openings of the service ducts shall not be obstructed in any way as it will impact the performance and lifespan of the air-conditioning system and prohibit the necessary ventilation in the shaft.
- ix) Not to close or cover exclusive terraces with any temporary or permanent structures.
- x) The Allottee is aware, agree and confirm that (a) private gardens on podium as demarcated in sales material is for exclusive use of Allottees (b) Enclosing the private garden is strictly prohibited.(c) Railing locations should not be shifted in order to maintain the uniformity in the architectural elevation as well as for the safety of occupants. (d) No structural changes such as removal / cutouts / core cuts / changes in RCC walls or beams will be allowed. (e) No changes in elevational design will be allowed. (f) No changes in external walls / doors / windows will be allowed. (g) External architectural projections are not usable or accessible for any purposes whatsoever as they are not designed to carry such loads. (h) Maintenance of common flower beds adjacent to exclusive balcony of flats shall be responsibility of the respective flat owners.(i) No flower pots to be put in the flower beds or on any other architectural projections for the protection of flat owners below. (j) The flower beds adjacent to the units are designed to hold shrubs and small scale vegetation only. Allottee must not plant any additional plantation that will increase the load on the structure and concurs that any changes in plantation will be first verified with the Promoter before execution.(k) Only specific locations as designed by the Promoter on the podium and top terrace considering structural strength may be used for large trees by the Allottees.
- xi) Pay to the Promoter within fifteen days of demand by the Promoter, 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 Apartment is situated.
- xii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xiii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- xiv) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xv) Till the completion of of the Project -2 land and Project "Esmerlda" in all respects, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 promoter until sold/allotted.
18. **DCLARATIONS BY PROMOTER:**
- (a) Internal dimensions shown in all sales floor plans as well as sanctioned plan are from unfinished surfaces, however carpet area has been calculated on actual dimensions available at floor level as per RERA (i.e. excluding skirting thickness/ legde walls on external walls)
 - (b) North direction is not correctly shown in sanctioned layout Plan for Plot A, whereas it is correctly shown in proposed layout plan of Plot B,,sales layout and floor plan, brochures.
 - (c) The material of railing has been changed from glass to shera planks as required by Architects and do not follow the perspective view of brochure.
 - (d) For flats K-001 and K-202, parking are shown in funk space area, and accordingly it will be allotted.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

- (a) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.
- (b) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- (c) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (d) However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

20. ALLOTTEE'S DECLARATIONS:

- (a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.
- (b) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.
- (c) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.
- (d) The Allottee hereby records his no objection for sale of any part/s, portion/s, plot/s or pieces or other rights or shares in the said entire property by the Promoter at any time hereafter to any other person/s.
- (e) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "ESMERALDA Project - 2" , with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the

external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

- (f) The Allottee herein declares that in "Esmeralda Project - 2" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,
- (g) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "ESMERALDA Project – 2/ ESMERALDA" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- (h) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.
- (i) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.
- (j) Till the completion of entire complex "Esmeralda" in all respects, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the complex 'ESMERALDA/ ESMERALDA Project - 2' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL,

MSRDC, MPCB, Environment Committee of Goa/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

21. It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, either till sale of such Apartments or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

22. BINDING EFFECT :

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

23. ENTIRE AGREEMENT:-

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

24. RIGHT TO AMEND:-

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

26. **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.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

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

28. **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.

29. **RESERVATIONS:**

- (a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment any open space, parking space, lobby, , terrace, to any concerned Apartment Allottee and the same shall belong exclusively to such Apartment Allottee, and the such Apartment Allottee shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment Allottees in the building or scheme. The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.
- (b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space *et cetera*, to any Allottee for which the Allottee hereby grants and is always deemed to have granted the consent.
- (d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Allottee nor shall the same in any manner prejudice the rights of the Promoter.
- (e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- (f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

30. **PLACE OF EXECUTION:-**

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

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID:

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

33. **JOINT ALLOTTEES:-**

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

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

35. **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.

36. **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.

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

Schedule Above Referred to

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SCHEDULE -I

(DESCRIPTION OF THE SAID ENTIRE LAND)

All that property known as "ANEIXO DO OITEIRO" "or "GAUCHEM XIR E FUXAL GALE", situated at Panelim, Sao Pedro, Taluka Tiswadi and Sub District of Ilhas, District of North Goa, State of Goa, described in the Land Registration Office under No. 10335 at folio 105 of Book B-27 New and enrolled in the Taluka Revenue Office under No. 169 and surveyed under survey No. 14/1-B and 15/1-B of Village Panelim and said portion which forms an independent and separate property by itself and admeasures **49856** m2 and is bounded as follows;

On the east : by road and limits of village Panelim;

On the west : by the land bearing survey No. 14 (part) and survey No. 15 (part);

On the north : by road;

On the south : by limits of village Panelim;

The plan for this entire area is annexed herewith at annexure D (revised)

SCHEDULE- II

(Description of the said Apartment/Shop/Plot/Office/Premises)

All that Apartment/Shop/Office/Premises No. _____ admeasuring _____m2, situated on the----- floor of the building No. "_____" of building named as "-----" in "ESMERALDA" constructed on the said entire land described in SCHEDULE-IV hereinabove written along with right to use the parking space area bearing no. "-----", along with the undivided share or interest in the property which is described hereinbelow in SCHEDULE-III.

OR

All that Plot No. _____ admeasuring _____m2, situated in "ESMERALDA", along with the undivided share or interest in the property which is described hereinbelow in SCHEDULE-III.

SCHEDULE- III

After excluding area under internal roads, DP road out of the said entire land described in SCHEDULE-I hereinabove the remaining portion of land under the layout is **29448.00 Sq.mt.**

SCHEDULE-IV

Nature, extent and description of specifications and common areas and facilities for Apartment.

SPECIFICATIONS

Structure : RCC framed structure.

Masonry work :

- 4"/6" thick internal & external walls with Gypsum plaster from inside.
- Sand faced cement plaster in two coats.

Flooring work :

- (a) Vitrified tile flooring in living/Dining/Kitchen and Children/Guest bed rooms and Private Terrace Balconies.
- (b) Designer dado tiles for all toilets up to lintel level.
- (c) Modular kitchen platform with S.S. Sink & granite top & dado up to 2', 0" ht. above Otta.

Toilets :

- Concealed CPVC pipes with Hot and Cold arrangement standard make and C.P. Fittings.
- Standard make sanitary fittings.

Doors :

- Main Door : Red Maranty door frame with 40 mm thick both side veneer & melamine polish shutter.
- Bed Room Doors : Red Maranty door frame with 35 mm thick skin moulded painted shutters.
- Toilet Doors – Granite door frame with 35 mm thick skin moulded painted shutters.

Windows :

- Aluminium Anodised sliding windows with 5 mm thick glass & mosquito net shutters.
- M.S. Grill from inside.
- M.S. Railing with Shera Plank.

Paint :

- Acrylic paint for internal walls with ceiling in Oil Bound Distemper paint.
- External walls with Acrylic paint.
- Oil paint for M.S. Grill & Railings.

Electrical :

- Concealed conduit with copper wiring.
- ISI marked modular switches.
- Exhaust fan in Kitchen & toilet.
- Telephone points in living & master Bed.
- T.V. Point in living room.
- Intercom system.
- Video door phone for all flats.

COMMON AMENITEIS:

- Standard make & passenger elevator for each Building.
- Water supply with Hydro pneumatic system.

- C.C.T.V. for common premises.
- Fully Developed Club House with multipurpose hall, Party lawn, Reception and Waiting, Service Pantry, Gymnasium & Swimming pool.
- Children play Equipments.
- Main Entry and Exit with security cabin.
- Landscaped Garden.
- Generator Back up for elevators, pumps & common lighting.
- Sewage Treatment Plant.
- Organic waste convertor for wet garbage.
- Landscaped area as shown.

SCHEDULE-V

Nature, extent and description of common areas and facilities for Plot.

- Fully Developed Club House with multipurpose hall, Party lawn, Reception and Waiting, Service Pantry, Gymnasium & Swimming pool.
- Children play Equipment.
- Landscaped Garden.
- Sewage Treatment Plant.
- Organic waste convertor for wet garbage.
- Internal Roads with Street lights
- Under ground water tank
- Entry and exit with security cabin

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written

NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED through its director SHRI HEMANT DATTAJI NAIKNAVARE OR SHRI RANJIT DATTAJI NAIKNAVARE		
Photograph	LHTI	Signature
The Promoter		

Photograph	LHTI	Signature
Photograph	LHTI	Signature
The Allottee		

Witnesses	Signatures
Name: Address:	
Name: Address:	

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Received of and from the Allottee above named the sum of Rupeeson execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE

I, the Allottee herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions *et cetera* in the layout of the said "ESMERALDA Project-2" and entire complex" ESMERALDA" as may be recommended by the Architect and required by the Promoter.

I, Allottee herein, further accord my "no objection" to competent authority Panji to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me/ Plot agreed to be purchased by me shall not be adversely affected

(Allottee/S)

1. _____

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