

**AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES AT**  
**PRABHU'S VIOLETTA**

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Mormugao, Taluka and Sub-District of Mormugao, District of South-Goa, State of Goa, on this \_\_\_\_ day of month of \_\_\_\_\_, of the year Two Thousands One Hundred and \_\_\_\_\_ (\_\_\_/\_\_\_/201\_\_) **BY** and **BETWEEN:**

**M/s PRABHU REALTORS**, a partnership firm duly registered under the Indian Partnership Act, 1932, with its Regd. Office at Office No. 1, Rutirai Plaza, behind Bank of India, Mapusa Goa, with PAN AAMFP1643A and represented by its partners:

- (i) Shri. AMIT C. PRABHU, son of Shri. Chandrakant Prabhu, aged 35 years, businessman, married,
- (ii) Shri. CHANDRAKANT S. PRABHU, son of Shri. Shrikrishna Prabhu, aged 68 years, Occupation business, marital status married,
- (iii) Smt. MEENA C. PRABHU, wife of Shri. Chandrakant Prabhu, aged 63 years, Occupation business and
- (iv) Mr. SUMIT CHANDRAKANT PRABHU, son of Shri. Chandrakant Prabhu, aged 32 years, businessman, bachelor,

All r/o Wristling Woods, Plot No. E-17, Vasant Nagar, Gogol, Margao, Goa, all partners Indian Nationals, hereinafter referred to as the **“PROMOTER/LAND OWNER CUM DEVELOPER”** (which expression unless repugnant to the context and meaning thereof shall mean and include his heirs, legal representatives, successors, executors, administrators and assigns) of the **ONE PART.**

**AND**

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

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

Indian National/s and hereinafter referred to as the **“PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S”**, (which expression

unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** the PURCHASER is represented by its Partner-cum-duly constituted attorney Mr. AMIT C. PRABHU vide Power of Attorney dated 06/10/2015, duly executed before Notary Adv. Mrs. Vidya A Shet, the certified copy of the same is filed in the office of Sub-Registrar, Murmagao along with this agreement.

**AND WHEREAS** there existed a property of triangular shape admeasuring 26,776.00 Sq. meters, surveyed under Survey No. 13/4-C of Dabolim Village, erstwhile forming part of the landed property known as "ASSOY" or "ASSOL" or "ASSOI", situated at Village Dabolim, which triangular property is better described in the **SCHEDULE A** hereunder written and is hereinafter for the sake of convenience is referred to as "THE WHOLE PROPERTY".

**AND WHEREAS** THE WHOLE PROPERTY was owned by (i) Mr. Felix Carlos Mialgres Rebelo E Costa his wife Mrs. Mary D'souza (ii) Mr. Alvaro Teotonio Rebelo E Costa his wife Mrs. Maria Avita Barreto and

(iii) Mr. Filipe Esteveao Rebelo E Costa and his wife Mrs. Maria Lourdes Beatriz Nifa Suzana Fernandes, having being allotted to them vide Judgment and Decree dated 17/09/2010 in Regular Civil Appeal No. 427/2010/FTC-I passed in pursuance to the Consent Terms filed by the parties thereto.

**AND WHEREAS** THE WHOLE PROPERTY, in terms of the boundaries mentioned in the Said Judgment and Decree dated 17/09/2010, at loco physically admeasured 26,776.00 Sq. meters and accordingly the same came to be separately recorded under Survey No. 13/4-C of Dabolim Village.

**AND WHEREAS** vide Deed of Partial Family Partition dated 14/12/2015, duly registered in the Office of Sub-Registrar, Mormugao under Registration No. MOR-BK1-01781-2015, CD No. MORD11 on 14/12/2015, the above mentioned three families partially partitioned and divided an area admeasuring 14,182.00 Sq. meters forming Northern Part of THE WHOLE PROPERTY into three Plots Viz. Plot F admeasuring 7800.00 Sq. meters, Plot G admeasuring 3191.00 Sq. meters and Plot H admeasuring 3191.00 Sq. Meters and in the said family partition the Plot identified as Plot G was allotted to the PROSPECTIVE VENDORS herein.

The Northern portion admeasuring 14,182.00 Sq. meters is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as "SAID NORTHERN PORTION".

**AND WHEREAS** in furtherance to the said Deed of Partition dated 14/12/2015, the parties thereto applied for partition of their respective allotted plots and vide Judgment and Order dated 18/02/2016 passed in Partition Case No.LRC/PART/7/2016/5096, the Plot F admeasuring 7800.00 Sq. meters was separated and partitioned from the SAID NORTHERN PORTION and was independently surveyed under Survey No. 13/4-C-7 of Dabolim Village, Plot G came to be Surveyed under Survey No. 13/4-C-2 of Dabolim Village and Plot H under 13/4-C-1 of Dabolim Village.

This Plot F under Survey No. 13/4-C-7 of Dabolim Village is hereinafter referred to as "SAID PLOT F";

The Plot G under Survey No. 13/4-C-2 of Dabolim Village is hereinafter referred to as "SAID PLOT G";

The Plot H under Survey No. 13/4-C-1 of Dabolim Village is hereinafter referred to as "SAID PLOT H";

All the three plots viz. SAID PLOT F, SAID PLOT G and SAID PLOT H taken together are hereinafter referred to as "SAID PROPERTY"

and the said three plots independently as also jointly are better described in **SCHEDULE C** hereunder written.

**AND WHEREAS** the SAID PLOT F is owned by the PROMOTER/LAND OWNER CUM DEVELOPER by virtue of following instruments:

- (i) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00473-2016, CD Number MORD12, dated 15/03/2016 read with Deed of Sale dated 31/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00195-2017, CD Number MORD19, dated 10/02/2017
- (ii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00479-2016, CD Number MORD12, dated 16/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00194-2017, CD Number MORD19, dated 10/02/2017
- (iii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00503-2016, CD Number MORD13, dated 18/03/2016 read with Deed of Sale

dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00193-2017, CD Number MORD19, dated 10/02/2017

- (iv) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00499-2016, CD Number MORD13, dated 17/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00196-2017, CD Number MORD19, dated 10/02/2017.

**AND WHEREAS** the SAID PLOT G is owned by the PROMOTER/LAND OWNER CUM DEVELOPER by virtue of following instruments:

- (i) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00535-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00200-2017, CD Number MORD19, dated 10/02/2017
- (ii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00530-2016,

CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00197-2017, CD Number MORD19, dated 10/02/2017

- (iii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00533-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00198-2017, CD Number MORD19, dated 10/02/2017;
- (iv) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00534-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00199-2017, CD Number MORD19, dated 10/02/2017.

**AND WHEREAS** the SAID PLOT H is owned by the PROMOTER/LAND OWNER CUM DEVELOPER by virtue of following instruments:



- (i) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00526-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00190-2017, CD Number MORD19, dated 09/02/2017
- (ii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00527-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00192-2017, CD Number MORD19, dated 09/02/2017
- (iii) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00529-2016, CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00189-2017, CD Number MORD19, dated 09/02/2017
- (iv) Agreement for Sale dated 14/03/2016, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00524-2016,

CD Number MORD13, dated 22/03/2016 read with Deed of Sale dated 27/01/2017, duly registered in the Office of Sub-Registrar of Mormugao, under no. MOR-BK1-00191-2017, CD Number MORD19, dated 09/02/2017.

**AND WHEREAS** in pursuance to the aforementioned instruments, the SAID PLOT F, G and H are recorded in the name of the PROMOTER/LAND OWNER CUM DEVELOPER.

**AND WHEREAS** the PROMOTER/LAND OWNER CUM DEVELOPER are in possession of the SAID PROPERTY and intends to develop the SAID PROPERTY, by constructing Six Blocks (Plot A to E and a Hotel Block) of which Blocks \_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are residential Blocks; Block \_\_\_\_ and Block \_\_\_\_ are residential-cum-commercial Blocks and sixth block full commercial being Hotel Block and in total consisting of \_\_\_\_\_ numbers of commercial premises (in Block \_\_\_\_\_ and \_\_\_\_\_) and \_\_\_\_\_ numbers of residential flats or such additional shops/flats as may be approved/revised and in pursuance thereto obtain following permissions and approvals in respect of the said development:

**AND WHEREAS** the PROMOTER/LAND OWNER CUM DEVELOPER also owns the property under Survey No. 13/4-C-6 of

Dabolim Village, located on the East of the property under Survey No. 13/4-C-7 of Dabolim Village, which property (S. No. 13/4-C-6), the PROMOTER/LAND OWNER CUM DEVELOPER also wish to develop in the course of time simultaneously with the development in the Said Property and or after the development of the Said property, by constructing building using permissible FAR thereof, which complex shall form part of the development done in the Said Property and shall be entitled to use amenities available at the Said Property.

**AND WHEREAS** the development proposed in the Said Property (i.e. Block A, Block B, Block C, Block D and Block E but excluding the Hotel Block) and the development proposed in the property under Survey No. 13/4-C-6 of Dabolim Village (such number of blocks/buildings as may be constructed), shall form one complex/project, with name "**PRABHU'S VIOLETTA**".

This Complex "**PRABHU'S VIOLETTA**" is hereinafter referred to as "SAID PROJECT".

**AND WHEREAS** Construction License No. VP/CHI/11/2016-17/23/1406 dated 01/09/2016 VP/CHI/11/2016-17/58/2809 dated

16/02/2017 from Office of Village Panchayat of Chicalim, Mormugao, Goa, for Amalgamation of property under Survey No. 13/4-C-1, 13/4-C-2 and 13/4-C-7 of Dabolim Village;

**AND WHEREAS** Development Permission dated 25/01/2017 under Ref. No. MPDA/9-C-55/2016-17/14450 issued by Mormugao Planning and Development Authority, Mormugao, Vasco, Goa;

**AND WHEREAS** Conversion Sanad dated 15/01/2017 under Ref. No. COL/SG/CONV/21/2016/514;

**AND WHEREAS** NOC dated 26/08/2016 under Ref. No. UHCV/NOC/16-17/746 from Urban Health Centre, Vasco.

**AND WHEREAS** the Office of the Goa State Pollution Control Board, Mormugao -Goa, has issued an Order for Consent to Establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of sewage treatment plant in pursuance of above development to the Builder/Developer herein, dated ----- under no. -----.

**AND WHEREAS** the Architect Mr.Kundan V. Prabhu having No.CA/94/17396 has issued a Estimate for construction of a Residential Building in the above Survey No. 13/4-C-7, Survey No. 13/4-C-2 & Survey No. 13/4-C-1.

**AND WHEREAS** the Sub Registrar of Mormugao - Goa has issued a Nil Encumbrance Certificate for the above Survey No. 13/4-C-7, Survey No. 13/4-C-2 & Survey No. 13/4-C-1, Mormugao -Goa, under Certificate No. ----- of 201- dated --/--/-----.

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

**AND WHEREAS** by virtue of the above deeds of conveyance executed the Builder/Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Builder/Developer on the project 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** the Builder/Vendor has since started the execution of construction of the Buildings in the proposed complex named as “PRABHU’S VIOLETTA” to be constructed in the said property.

**AND WHEREAS** the Builder/Vendor has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as “PRABHU’S VIOLETTA” to be constructed in the said property.

**AND WHEREAS** on demand from the allottee, the Builder/Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Kundan V. Prabhu 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 Adv.Gaurish M. Kudchadkar, Add- Kamat commercial, 2<sup>nd</sup> floor, Opp. Hari Mandir, Parifond, Maraa- -Goa dated 16.12.2017 showing the nature of the title of the promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

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

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

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

**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, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by

the Promoter while developing the project 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 local authority.

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



This Shop/Flat No. \_\_\_\_\_ is more particularly described in the **SCHEDULE D** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/LAND OWNER CUM DEVELOPER is as specified in **SCHEDULE E** hereunder.

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

**AND WHEREAS** prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Said Property agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (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/will register the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no. ;

**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, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Shop/flat) and the garage/covered parking(if applicable)

**AND WHEREAS** at the request of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having understood entire scheme of development of the SAID PROJECT and its terms and conditions, the PROMOTER/LAND OWNER CUM DEVELOPER has agreed to construct and sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the SAID PREMISES for a total consideration of Rs.

\_\_\_\_\_-/- (Rupees \_\_\_\_\_Only), being the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only (but excluding undivided share in the land admeasuring \_\_\_\_\_ of Hotel Block), excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

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

1. The Promoter shall construct the said building/s consisting of ..... basement and ground, and six upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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 of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a.(i) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the PROMOTER/LAND

OWNER CUM DEVELOPER and the PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the SHOP/FLAT No. \_\_\_\_ of \_\_\_\_\_ Sq. meters of super built up area corresponding to \_\_\_\_\_ Sq. meters of carpet area as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A** for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

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

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

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance and hereby agrees to pay to the PROMOTER/LAND OWNER CUM DEVELOPER the balance amount of purchase (Rupees

\_\_\_\_\_Only), in the manner detailed out in **SCHEDULE F** herein later written.

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

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

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

(a) escalations/increases due to increase on account of development charges payable to the competent authority and/or any other

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

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

However it is made absolutely clear that the PROMOTER/LAND OWNER CUM DEVELOPER has absolute discretion not to entertain the request for change/changes in the plan as desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE

PURCHASER/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. All such changes desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, should be within the rules and regulations of competent authorities.

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

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

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

1.h. If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the



terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an amount of Rs. 2,00,000 /- ( Rupees two lacs only) without any further amount by way of interest or otherwise.

1.i. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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.j. 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 rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.k. The Promoter shall confirm the final carpet area 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.l. The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs 1,00,000/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1.m. The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs 10,000/- as a non refundable amount towards legal charges.

1.n. 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.

2.1 The PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees to observe, perform and comply with all the terms,

conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said premises.

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

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

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is 3700 square meters only and Promoter has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index for proposed to be utilized by him on the project 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 and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. The PROMOTER/LAND OWNER CUM DEVELOPER shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be

obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall create any obstruction to the PROMOTER/LAND OWNER CUM DEVELOPER from executing such additional construction to utilise the unused FAR of the SAID PROPERTY. As the unused FAR and or future increased FAR shall belong to the PROMOTER/LAND OWNER CUM DEVELOPER exclusively, the PROMOTER/LAND OWNER CUM DEVELOPER can have such unused or future FAR, transferred or credited to any of his other project in the State of Goa and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be ever required to be obtained.

5. The PROMOTER/LAND OWNER CUM DEVELOPER hereby agrees that it shall assist the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to form a corporate body of the various occupiers of the premises in the said project to be constructed on the said property and the property under Survey No. 13/4-C-6 of Dabolim Village (hereinafter referred to as "the Society") within two months of obtaining Occupancy Certificate of Block A in respect of the said project or on minimum of 60% of the total allottees in Said Project having taken possession and the Promoter having received the full consideration from such allottees or

the requisite minimum no of allottees having signed the requisite papers for submission of application of registration of society whichever is later.

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

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

PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTER/LAND OWNER CUM DEVELOPER shall be entitled at his own option, to terminate this Agreement:

6.3. **AND WHEREAS** that, PROMOTER/LAND OWNER CUM DEVELOPER shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTER/LAND OWNER CUM DEVELOPER within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTER/LAND OWNER CUM DEVELOPER shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTER/LAND OWNER



CUM DEVELOPER may in his absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

6.4. **AND WHEREAS** that upon termination of this Agreement as aforesaid, the PROMOTER/LAND OWNER CUM DEVELOPER shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER/LAND OWNER CUM DEVELOPER) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER but the PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay

to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the consideration of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking or proportionate share in the land.

6.5. **AND WHEREAS** that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the said premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential

amount to the PROMOTER/LAND OWNER CUM DEVELOPER within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTER/LAND OWNER CUM DEVELOPER shall make best endeavor to complete the five blocks of the Said Project by the below projected time for each block:

Block E by 31/07/2020

Block D by 31/01/2021

Block C by 31/07/2021

Block B by 31/01/2022

Block A by 31/07/2022

If the PROMOTER/LAND OWNER CUM DEVELOPER fails or neglects to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTER/LAND OWNER CUM DEVELOPER shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the Said premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTER/LAND OWNER CUM DEVELOPER received the respective sum till the date the amounts and interest

thereon is repaid. The PROMOTER/LAND OWNER CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

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

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

3. Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTER/LAND OWNER CUM DEVELOPER over the Said Project.
4. Force-majeure causes or other reasons beyond the control of the PROMOTER/LAND OWNER CUM DEVELOPER.
5. any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.
6. any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises s or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time.
7. Any additional work in the Said premises undertaken by the PROMOTER/LAND OWNER CUM DEVELOPER at the instance of

the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

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

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

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER/LAND OWNER CUM DEVELOPER shall have sufficient time to complete the Said Project. The Amenities of Swimming Pool, Clubhouse, Gym, Children Play Area, Badminton Court, Landscaped Garden, CCTV, Backup generator for common area and lifts shall be completed after the Occupancy certificate of Block A.

9. (A) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. 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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- (B) Transfer charges are applicable at the rate of Rs.-----/- sq.mt. Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

- 9.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 9.3 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 as specified in this Agreement, and the Promoter shall give possession of the [Shop/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 9.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.
- 9.4 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. In case the allottees carry out any work within the apartments 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.

10. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 bye-laws 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.

10.1 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 (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of 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. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter

provisional monthly/yearly contribution of Rs. -----/- per annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month 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.

- (i) Rs. 10,000/- towards society formation charges;
- (ii) Rs. 7500/- towards legal fees for drafting of Sale Deed;
- (iii) for proportionate share of taxes and other charges/levies in respect of the Society;
- (iii) Rs. 1,00,000/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 1 BHK flat, Rs. 1,25,000/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 2 BHK flat and Rs. \_\_\_\_\_/- for deposit towards infrastructure tax, water and electricity

connection, transformer cost and house tax charges (one year) in respect of 3 BHK flat;

- (iv) Rs. \_\_\_\_\_/- (Commercial Premises) or Rs. 25,000/- (1BHK Flat) or Rs. 30,000/- (2BHK Flat) or \_\_\_\_\_/- (3BHK Flat) or \_\_\_\_\_/- (Pent House) or Shops towards amount.
- (v) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

11. The PROMOTER/LAND OWNER CUM DEVELOPER or its nominee shall maintain the said development scheme from the date of obtaining of occupancy certificate of Block E till obtaining of Occupancy Certificate of Block A and thereafter for a continuous period of five years commencing from the date of occupancy certificate of Block A (for instance if Occupancy Certificate for Block E is obtained on 31/07/2020 as projected and that for Block A is obtained on 31/07/2022 as projected, then the PROMOTER/LAND OWNER CUM DEVELOPER's responsibility or

contract to maintain the Said Complex shall commence from 31/07/2020 and shall continue till 31/07/2027).

12. The present agreement shall itself be considered as an independent contract of maintenance executed by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S with the PROMOTER/LAND OWNER CUM DEVELOPER to be subsisting till 31/07/2027, unless the PROMOTER/LAND OWNER CUM DEVELOPER require the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to execute a separate contract of maintenance for such period.

Such separate contract of Maintenance shall be executed on or before the delivery of possession of execution of Sale Deed, whichever is earlier. The PROMOTER/LAND OWNER CUM DEVELOPER shall be at liberty to assign the maintenance contract to any nominee of its choice without any reference to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. This contract of maintenance shall be non-terminable till completion of five years from the date of obtaining occupancy certificate of last completed block. The obligation of the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee to maintain the said development scheme shall commence from the date of Occupancy of Block E and shall continue till five years of Occupancy

certificate of Block A, irrespective that the 'Co-operative Maintenance Housing Society' is formed during the interim period. Upon the completion of the five years from Occupancy Certificate of Block A, any further contract of maintenance shall be on such fresh terms as may be mutually agreed to between the said society and the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee. Any pre-mature termination of the maintenance contract of the PROMOTER/LAND OWNER CUM DEVELOPER by the Society that shall be formed or by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be considered as breach of the agreement, making the Society or the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S liable to pay unto the PROMOTER/LAND OWNER CUM DEVELOPER a sum of Rs. 10,000/- per premises in the said building complex, if terminated by the Society and Rs. 50,000/- if terminated by individual/ PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Those PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S buying premises in Block E and D shall deposit with the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee, seven post dated cheques of the amount as mentioned herein below; those in Block B and C shall deposit with the PROMOTER/LAND OWNER CUM

DEVELOPER or its nominee, Six post dated cheques of the amount as mentioned herein below while those in Block A shall deposit with the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee, five post dated cheques of the amount as mentioned herein below, being annual maintenance charges for Seven years, Six years or five years as the case may be, at least five days before handing over of the possession of the said premises, for the amount as mentioned herein below:

In case the premises being Shop ..... Rs. \_\_\_\_\_/- p.a.

In case the premises being single bedroom flat ..... Rs. 25,000/- p.a.

In case the premises being double bedroom flat ..... Rs. 30,000/- p.a.

In case the premises being triple bedroom flat ..... Rs. \_\_\_\_\_/- p.a.

In case the premises being Pent House ..... Rs. \_\_\_\_\_/- p.a.

Such charges shall be utilized by the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee for maintenance of the Building, operation and maintenance of STP, operation and maintenance of lift, operation and maintenance of swimming pool, operation and maintenance of Gymnasium, operation and maintenance of generator, common electricity bill, common water bill, common lights, staircase, garden and open

spaces, salaries of security persons, sweepers, electricians, plumbers and miscellaneous charges. In case society that shall be formed suggests any additional work of maintenance, the PROMOTER/LAND OWNER CUM DEVELOPER shall accept such additional obligation subject to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the Society, paying in advance the entire amount of expenditure that shall be incurred towards such additional work, its operation and maintenance. The decision of the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee on the additional expenditure towards such additional work, so demanded shall be final.

14. Any unspent amount collected by the PROMOTER/LAND OWNER CUM DEVELOPER towards the maintenance of the said building complex, if any, at the end of contract period, shall be considered as charges of the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee for the maintenance of the said development scheme.

15. The maintenance charges mentioned herein above is on assumption basis and thus in case of any shortfall in the actual annual maintenance which shall become known on the expiry of the first year of maintenance (of completion of Block E), the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall contribute such additional



amount towards maintenance for subsequent years as may be demanded by the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee. Such additional sum shall be paid within 15 days of demand and if paid later shall attract interest @ 14% p.a. from the date of demand till the same is actually paid. The decision of the PROMOTER/LAND OWNER CUM DEVELOPER or its nominee on the amount so spent shall be final.

16. It is made clear that in respect of the premises remaining unsold in the said building complex, whether during the period of maintenance of the said building complex by the PROMOTER/LAND OWNER CUM DEVELOPER or at any time after the expiry of maintenance contract, the PROMOTER/LAND OWNER CUM DEVELOPER shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER/LAND OWNER CUM DEVELOPER shall not be required to contribute towards annual maintenance of the said building complex/said development scheme corresponding to the unsold premises.

17. The PROMOTER/LAND OWNER CUM DEVELOPER on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in writing within 15 days of receiving the occupancy certificate of the Block in which the premises booked under

this agreement is received. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

18. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to take possession within the time upon receiving a written intimation from the PROMOTER/LAND OWNER CUM DEVELOPER as per clause 9.2 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the SAID Project and the Building thereon.

19. Unless the defect is attributable to the acts of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other allottee/s in their respective premises, if within a

period of one year from the date of handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S brings to the notice of the PROMOTER/LAND OWNER CUM DEVELOPER any structural defect in the Said Premises (Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls pilling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of the floor or walls by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be considered as defect/s), then, wherever possible such defects shall be rectified by the PROMOTER/LAND OWNER CUM DEVELOPER at its own cost and in case it is not possible to rectify such defects, then the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to receive from the PROMOTER/LAND OWNER CUM DEVELOPER compensation for such defect or change.

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

21. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it is approved. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the parking space only for purpose of parking the vehicle. It is agreed that unless, this agreement reserves a particular parking space for the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not have any right to parking slot.

22. As the Society to be formed shall be maintenance society, the PROMOTER/LAND OWNER CUM DEVELOPER shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Property (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTER/LAND OWNER CUM DEVELOPER and with the exclusion of undivided share in the land admeasuring \_\_\_\_ Sq. meters of the Hotel Block) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate of Block A.

In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTER/LAND OWNER CUM DEVELOPER as administrative charges for third party transfer. Administrative Charges payable to the PROMOTER/LAND OWNER CUM DEVELOPER in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

23. Within 15 days after notice in writing is given by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said premises is ready for use and occupation or at the time of taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay the

proportionate share (i.e. in proportion to the super built up area of the Said premises) of outgoings in respect of the said property and said premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, cost of electricity transformer and its installation, sewage line and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTER/LAND OWNER CUM DEVELOPER, the amount so determined in clause 9.1) to clause 9.1.v).

24. The amounts so paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER, shall not carry any interest but any non-payment or default in payment of outgoings on time by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be regarded as the default on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE

PURCHASER/S and shall entitle the PROMOTER/LAND OWNER CUM DEVELOPER to charge interest @ 14% p.a. on the dues.

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

26. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- (i) Rs. [REDACTED]/- for share money, application entrance fee of the Society;
- (ii) Rs. [REDACTED]/- towards legal fees for drafting of Sale Deed;
- (iii) for proportionate share of taxes and other charges/levies in respect of the Society;
- (iii) Rs. [REDACTED]/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of shop.
- (iv) Rs. [REDACTED]/- towards Maintenance charges

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

27. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The PROMOTER/LAND OWNER CUM DEVELOPER as on date has clear and marketable title with respect to the said property; as declared in the title report and the PROMOTER/LAND OWNER CUM DEVELOPER has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The PROMOTER/LAND OWNER CUM DEVELOPER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Property and shall obtain requisite



approvals from time to time to complete the development of the said project;

iii. There are no known encumbrances upon the said property or the Said Project;

iv. There are no known litigations pending before any Court of law with respect to the said property or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Property and Said Premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, said property and said premises shall be obtained by following due process of law and the PROMOTER/LAND OWNER CUM DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, said premises and common areas;

vi. The PROMOTER/LAND OWNER CUM DEVELOPER has the right to enter into this Agreement and has not committed or omitted to

perform any act or thing, whereby the right, title and interest of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

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

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

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

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

28. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whosoever is hands the Said premises may come, hereby

covenants with the PROMOTER/LAND OWNER CUM DEVELOPER as follows :-

- i. To maintain the Said premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything in or to the building in which the Said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said premises is situated and the Said premises itself or any part thereof without the consent of the local authorities, if required.
  
- ii. Not to store in the Said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said premises is situated, including

entrances of the building in which the Said premises is situated and in case any damage is caused to the building in which the Said premises is situated or the Said premises on account of negligence or default of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in this behalf, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences of the breach. The Elevator/Lift in the Building shall be for use of humans only. No pets or heavy equipments/furniture shall be allowed.

- iii. To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said premises is situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any

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

- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said premises is situated and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the PROMOTER/LAND OWNER CUM DEVELOPER and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises and the said project in which the Said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the said land and the building in which the Said premises is situated.
- vii. Pay to the PROMOTER/LAND OWNER CUM DEVELOPER within fifteen days of demand by the PROMOTER/LAND OWNER CUM DEVELOPER, share of security deposit and other amounts as demanded by the PROMOTER/LAND OWNER CUM DEVELOPER, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said premises is situated.
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned

local authority and/or Government and/or other public authority, on account of change of user of the Said premises by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to any purposes other than for purpose for which it is sold.

- ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/LAND OWNER CUM DEVELOPER under this Agreement are fully paid up and only if the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PROMOTER/LAND OWNER CUM DEVELOPER has intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER/LAND OWNER CUM DEVELOPER for such transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTER/LAND OWNER CUM



DEVELOPER unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, without the consent of the PROMOTER/LAND OWNER CUM DEVELOPER shall be invalid.

- x. The ALLOTTEE/S/PURCHASER/S along with other ALLOTTEE/S/PURCHASER/S of Said premises in the said project shall join in forming and registering the Society to be known by such name as the PROMOTER/LAND OWNER CUM DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER/LAND OWNER CUM DEVELOPER within seven days of the same being forwarded by the PROMOTER/LAND OWNER CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTER/LAND OWNER CUM DEVELOPER to register the common organisation of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S

if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- xi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said premises s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and till one year from the date of occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall permit the PROMOTER/LAND OWNER CUM DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall abide by the directions/requisitions made by the PROMOTER/LAND OWNER CUM DEVELOPER towards the upkeep and or maintenance of the said premises.

xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space.

xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PROPERTY.

- xv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PROPERTY.
- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTER/LAND OWNER CUM DEVELOPER constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER/LAND OWNER CUM DEVELOPER.
- xvii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to abide by the rules specified by the PROMOTER/LAND OWNER CUM DEVELOPER to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTER/LAND OWNER CUM DEVELOPER during possession and maintain the uniformity of the elevation.
- xviii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER/LAND OWNER CUM DEVELOPER.

- xix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space.
- xx. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/LAND OWNER CUM DEVELOPER.
- xxi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/LAND OWNER CUM DEVELOPER.
- xxii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to leave the backyard space/setback

area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.

xxiii. The Said Project shall be completed in Phased manner and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not create any obstruction to the PROMOTER/LAND OWNER CUM DEVELOPER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unsued FAR/increased FAR.

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

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

31. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said premises

or of the said premises and Building or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER/LAND OWNER CUM DEVELOPER.

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

33. In case any of the cheques issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason/s, the provisions of clause 6 shall apply immediately upon dishonor, except that the notice period in such a case shall be 15 days instead of 30 days as otherwise provided in clause 6 above. In addition thereto, the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

34. PARKING SLOT:

The Parking Slot corresponding to the SAID PREMISES is Parking Slot No. \_\_\_\_\_ located at the stilt of Block \_\_\_ / at the open parking space. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space as allotted to him/her/them by PROMOTER/LAND OWNER CUM DEVELOPER and no double parking in the allotted space shall be allowed.

35. 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 SubRegistrar 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.

#### 36. 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.

#### 37. RIGHT TO AMEND

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

38. 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.

39. 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.

40. 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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

41. 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.

42. 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.

43. 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.
44. 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:

**M/s PRABHU REALTORS,**

a partnership firm Office at Office No. 1,

Rutirai Plaza, behind Bank of India, Mapusa Goa,

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.

#### 45. 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.

46. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
47. 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.
48. 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.

**AND WHEREAS** the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

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

49. The Hotel Block that shall be constructed in the Said property, shall not form part of "PRABHU'S VIOLETTA" and as such the amenities in the said project shall be for the exclusive use and enjoyment of occupants of Block A to E and occupants of such buildings as shall be constructed in the property under Survey No. 13/4-C-6 of Dabolim Village. The Hotel Block shall be separated by constructing a compound wall. The Occupants of the Block A to E shall not have any right or title to the land wherein the Hotel Block is situated, as the undivided proportionate share in the Said Property that shall be conveyed to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be with the exclusion of undivided share in the land admeasuring \_\_\_\_\_ Sq. meters used for Hotel Block.

## **SCHEDULE A**

### **(OF THE WHOLE PROPERTY)**

ALL THAT landed property of triangular shape admeasuring 26,776.00 Sq. meters, now forming a separate and independent unit in itself, having

surveyed under Survey No. 13/4-C of Dabolim Village, erstwhile forming part of the landed property known as “ASSOY” or “ASSOL” or “ASSOI”, situated at Village Dabolim, within the limits of Village Panchayat of Dabolim, Taluka and Sub-District of Mormugoa, District of South-Goa, State of Goa, not described in the Land Registration Office of Salcete and is bounded as under:

East : by road  
West : by road  
North : by property under Survey No. 13/3 of Dabolim Village.

## **SCHEDULE B**

### **(OF THE SAID NORTHERN PORTION)**

ALL THAT portion of land admeasuring 14,182.00 Sq. meters, forming Northern Part of the Said Bigger Property, described in SCHEDULE A hereinabove written and is bounded as under:

East : partly by road and partly by remaining part of the Said Bigger Property;  
West/South : by road  
North : by remaining part of the Said Bigger Property.



## **SCHEDULE C**

### **(of the SAID PROPERTY)**

ALL THAT property admeasuring 14,182.00 Sq. meters formed out of amalgamation of the Plot F, PLOT H and PLOT G described herein below:

#### OF THE PLOT F

ALL THAT Plot of Land admeasuring 7800.00 Sq. meters, erstwhile forming part of the Said Northern Portion and now forming a separate and independent unit in itself having surveyed under Survey No. 13/4-C-7 of Dabolim Village and is bounded as under:

East : By survey no. 13/4-C-6;

West : By 10mt village road;

North : BY survey no. 13/4-C-4; and

South : By survey no. 13/4-C-2.

#### of the PLOT G

ALL THAT plot of land admeasuring 3191.00 Sq. meters erstwhile forming part of the Said Northern Portion and now forming a separate

and independent unit in itself having surveyed under Survey No. 13/4-C-2 of Dabolim Village and is bounded as under:

East : by survey no. 13/5;  
West : by 10mt wide village road;  
North : by survey no. 13/4-C-7; and  
South : by survey no. 13/4-C-1.

#### OF THE PLOT H

ALL THAT Plot of Land admeasuring 3191.00 Sq. meters erstwhile forming part of the Said Northern Portion and now forming a separate and independent unit in itself having surveyed under Survey No. 13/4-C-1 of Dabolim Village and is bounded as under:

East : by survey no. 13/4A;  
West : by 10 mts wide village road;  
North : by survey no. 13/4-C-2; and  
South : by 10 mts wide village road.

#### **SCHEDULE D**

#### **(OF THE SAID PREMISES)**

ALL THAT Shop No. \_\_\_\_\_/Flat No. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. metres of super built-up area corresponding to \_\_\_\_\_ Sq. meters of

Carpet Area, located on the \_\_\_\_\_ floor of the Building Block A/B/C/D/E of the complex known as “PRABHU’S VIOLETTA” under construction in the SAID PROPERTY described in Schedule C above and is bounded as under:

On the East : by

On the West : by

On the North : by

On the South : by

The SAID PREMISES is better identified in the PLAN annexed hereto.

### **SCHEDULE E**

#### **(AREASTATEMENT OF THE SAID PREMSIES)**

The Area of the SAID PREMISES is as under:

Super built-up area : \_\_\_\_\_ Sq. meters;

Built-up area : \_\_\_\_\_ Sq. meters;

Carpet Area : \_\_\_\_\_ Sq. meters.

### **SCHEDULE F**

#### **(PAYMENT SCHEDULE)**

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

Sr. No.	Time of Payment	Percent of the total	Consideration
i)	At the time of booking/ executing this agreement		Rs.
ii)	On the completion of Plinth		Rs.
iii)	On the completion of 1 <sup>st</sup> Slab		Rs.
iv)	On the completion of 2 <sup>nd</sup> Slab		Rs.
v)	On the completion of 3rd Slab		Rs.
vi)	On the completion of 4th Slab		Rs.
vii)	On the completion of 5th Slab		Rs.
viii)	On the completion of 6th Slab		Rs.
ix)	On the completion of 7th Slab		Rs.
x)	On the completion of 8th Slab		Rs.
xi)	On Completion of roof slab		Rs.
xii)	On Completion of latterite masonry		Rs.
xiii)	On completion of Internal plastering		Rs.
xiv)	On completion of tiles fitting		Rs.

xii) At the time of Occupancy \_\_\_\_\_ Rs.

TOTAL

Rs. /-

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

## **SCHEDULE E**

### **(Project Specification for Flats)**

#### **Structural Features:**

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

#### **Flooring:**

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

1ft x 2ft dado tiles for bathroom walls

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

#### **Kitchen:**

Modular Kitchen with top and bottom cabinets.

#### **Toilets**

Branded CP fittings and sanitary ware.

**Doors:**

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

**Windows:**

Powder coated aluminium windows with 4 mm plain glass.

**Electrical:**

Concealed copper wiring.

**Wall Paints:**

Interior: Acrylic Oil bound distemper.

Exterior: Asian Weather shield Paint.

**Security:**

5 ft compound wall, 24 hours security.

**(Project Specification for Shops)****Structural Features:**

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

**Flooring:**

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

**Shutter:**

**Electrical:**

Concealed copper wiring.

**Wall finish:**

Interior: Acrylic Oil bound distemper.

Exterior: Asian Weather shield Paint.

*NOTE:*

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

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

SIGNED AND DELIVERED

BY THE WITHINNAMED

**“THE BUILDER/VENDOR”**

OF THE FIRST PART

-----

**M/s PRABHU REALTORS,**

a partnership firm Office at Office No. 1,

Rutirai Plaza, behind Bank of

India, Mapusa Goa,

**BUILDER/VENDOR**

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



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

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

SIGNED AND DELIVERED

BY THE WITHINNAMED

**“THE FINANCIER/UNIT**

**HOLDERS”**OF THE SECOND

PART

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ANNEXURE - A

Name of the Attorney at Law/Advocate- Adv.-----,

Add- -----

Date- -----

Details of the Title Report

The Schedule Above Referred to -

ALL THAT landed property of triangular shape admeasuring 26,776.00 Sq. meters, now forming a separate and independent unit in itself, having surveyed under Survey No. 13/4-C of Dabolim Village, erstwhile forming part of the landed property known as “ASSOY” or “ASSOL” or “ASSOI”, situated at Village

Dabolim, within the limits of Village Panchayat of Dabolim, Taluka and Sub-District of Mormugoa, District of South-Goa, State of Goa, not described in the Land Registration Office of Salcete Place:

Dated .....day of ..... 20.....

(Signed )

Signature of Attorney-at-Law/Advocate

#### ANNEXURE -B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

#### ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority )

#### ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project )

#### ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

#### ANNEXURE -E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)