

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this day of of the year 2020 in the City of Mapusa, Goa.

BETWEEN

M/S CONCRETE LIFESTYLES (GOA) a Registered partnership firm, having its registered office at A-406, Winsway Complex, 4th Floor, Telli Gally, Near Old Police Lane, Andheri (E) Mumbai - 400 069, having PAN AAHFC5568J represented by its authorized Partner **MR.**, authorized by Partnership Deed dated 18/09/2018.

Hereinafter referred to as the “**PROMOTER**” or **FIRST PARTY**.

AND

.....
.....

Hereinafter referred to as the **ALLOTEE/S** or the **SECOND PARTY**.

The said expressions, **PROMOTER** and **ALLOTEE/S** shall unless repugnant to the context or meaning thereof, mean and include their heirs, successors, assignees, representatives, nominees, etc.

WHEREAS:

A) There exists an immoveable property surveyed under no.10/27, admeasuring 2050 square meters [along with two residential houses bearing

no.451 and 83(452) situated therein], forming part of the larger property known as “**RAIBATTA**” or “**VUDDULECHI SIR**” or “**OLLACHI XIR**” or “**ARADI**” at Aradi of Socorro, within the limits of Village Panchayat of Socorro, Taluka and Registration Sub-district of Bardez, District North Goa, State of Goa, described under Land Registration No.5146 at page 157V of Book B-35 old in the office of the Land Registrar of Bardez and enrolled under Matriz Nos.640 and 770 of 1st circumscription of the Village Socorro in the Taluka Revenue Office of Bardez, more particularly described in **SCHEDULE – ‘I-A’** hereinafter written and hereinafter referred to as the “**FIRST PROPERTY**”.

B) The **FIRST PROPERTY** originally belonged to one Kashinath Bablo Naik alias Caxinata Bablo Naique and is found inscribed in his favour under No.39379 at folio 199 (v) of Book G-44 in the Land Registration Office of Bardez, Judicial division having been allotted to him in the Inventory Proceedings amongst orphans which proceeded in the Civil Court of Judicial Division Bardez (3rd Office) filed on the death of Xantabai Caxinata Naique, wife of said Kashinath Bablo Naik alias Caxinata Bablo Naik.

C) The **FIRST PROPERTY** was purchased by Mr. Sebastian Cyprian Mendes alias Sebastiao C. Mendes vide certificate of purchase dated 17/04/1989 registered under no.1514 of Book I, Vol.79 before Sub Registrar of Bardez, Mapusa Goa in public auction held by Assistant Registrar of Co-operative Societies, North Zone Mapusa Market Sub-Yard, Mapusa, Goa under section 156 of Maharashtra Co-operative Societies was Act, 1960, along with the said residential houses thereon.

D) Vide a Deed of Sale dated 17/12/2007, duly registered before the Sub-Registrar of Bardez, under no.570, at pages 63 to 81 Book No. I Volume No. 2446, dated 24/01/2008, the said Mr. Sebastiao Mendes and his wife Mrs. Martha Mendes, sold the first property to M/S. Ideas Plus Ink Constructions Pvt. Ltd.

E) Vide Deed of Sale dated 09/04/2009, registered before the Sub-Registrar of Bardez, under no.BRZ-BK1-00509-2009, at C.D. no. BRZD-19, dated 09/04/2009, document serial no.503, M/S. Ideas Plus Ink Constructions Pvt. Ltd. sold the first property to Shri Krishan Lal Arora.

F) Vide a Deed of Sale dated 24/08/2011, said Krishnan Lal Arora sold the said **FIRST PROPERTY** to the **PROMOTER**. The said Deed of Sale was duly registered in Book – 1, Document, Registration No.BRZ-BK1-04111-2011, CD No.BRZD218 on date 24/08/2011 with the Sub-Registrar of Bardez at Mapusa. Thus, from the date of the said Deed of Sale the **PROMOTER** is absolute owner in lawful and physical possession of the **SAID PROPERTY**.

G) There also exists another property known as “**ARADI**”, admeasuring 2000 sq. mts., situated in the same Village Socorro, Bardez, Goa, surveyed in the Revenue Survey of Record of Rights under Survey No.10/26 more particularly described in **SCHEDULE-I-B**. (Hereinafter written and referred to as the “**SECOND PROPERTY**”).

H) The said **SECOND PROPERTY** originally belonged to Mr. Lucio Baptista Monteiro whose name, wrongly spelt as Lucy Batista Monteiro was shown, in the column of Occupant in Survey Form I & XIV, as also Form IX shows the entry to the effect that Lucio B. Monteiro was the occupant since before survey (i.e. before 1972).

I) Lucio B. Monteiro died in the status of a bachelor without leaving behind any ascendants or descendants. Said Lucio B. Monteiro executed a Will dated 27/02/1974 duly recorded by the Sub-Registrar (Notario Ex-Officio) by which he appointed his niece Anita Carmen D’Souza as his legal heir to inherit all his properties.

J) Thus upon the death of said testator, Lucio B. Monteiro, Anita Carmen D'Souza became the absolute owner of the said **SECOND PROPERTY** and her name was duly entered in the column of occupant in survey Form I & XIV pertaining to the said **SECOND PROPERTY**.

K) Anita Carmen D'Souza was married to the Mr. Cyril Francis D'Souza and out of the said marriage they had following two sons:

- a) Mr. Cyril Gerrard D'Souza, and
- b) Mr. Christopher Gavin D'Souza, both bachelors.

L) Anita Carmen D'Souza expired on 17/02/2001, on whose death Inventory Proceedings were instituted, by her husband Mr. Cyril Francis D'Souza, in the Court of Civil Judge Senior Division, Mapusa. By the said Inventory each of the heirs of Anita inherited 1/3rd right in the said **SECOND PROPERTY**.

M) Vide Deed of Sale dated 28/06/2011, registered before the Sub-Registrar of Bardez, Mapusa, Goa, under Book 1, Document Registration No.BRZ-BK1-03170-2011, CD No. BRZD193 the heirs of Anita Carmen D'Souza sold the said **SECOND PROPERTY** to Shri Krishan Lal Arora.

N) Vide a Deed of Sale dated 24/08/2011, said Krishan Lal Arora sold the said **SECOND PROPERTY** to the **PROMOTER** duly registered under Book 1, Document and Registration No.BRZ-BK1-04-110-2011 dated 24/08/2011 with the Sub-Registrar of Bardez. Thus, from the date of the said Deed of Sale **PROMOTER** is absolute owner in lawful and physical possession of the said **SECOND PROPERTY**.

O) At the instance of the **PROMOTER**, the "**FIRST PROPERTY**" and "**SECOND PROPERTY**" were amalgamated by Town and Country Planning Authorities into one property which is hereinafter jointly referred to as the "**SAID PROPERTY**".

P) The **PROMOTER** is therefore, the absolute owner in lawful and physical possession of the **SAID PROPERTY**.

Q) By virtue of the ownership, the **PROMOTER** has sole and exclusive right to sell the **APARTMENTS** in the said building/s to be constructed by the **PROMOTER** on the **SAID PROPERTY** and to enter into Agreement/s with the **ALLOTTEE/s** of the **APARTMENT/s** to receive the sale consideration in respect thereof. The **PROMOTER** is developing the **SAID PROPERTY** by constructing a multi storied building complex which shall be named '**ATLANTIS**'. (Hereinafter to be referred to as the **SAID PROJECT**)

R) The **PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **PROMOTER** regarding the said properties.

S) For the purpose of developing the **SAID PROPERTY**, the **PROMOTER** has obtained the Conversion Sanad No. RB/CNV/BAR/AC-II/14/2013 dated 21.10.2013 and No. RB/CNV/BAR/COLL/13/2013 dated 30.12.2013 from the Office of the Collector, North Goa District, Panaji – Goa, Technical Clearance order No. TPBZ/257/SOC/TCP/13/2200 dated 12.06.2013 from the Office of the Senior Town Planner, Town and Country Planning Dept., Mapusa –Goa subsequently revised under Technical Clearance Order No. TPB/057/SOC/TCP/16/0008 dated 11/07/2016, and Construction license No. VP/SOC/1126/2013-2014 dated 13.08.2013 subsequently revised under No. VP/SOC/1313/2016-2017 dated 29/07/2016 from the Office of The Village Panchayat Socorro, Bardez – Goa 403501.

T) The **PROMOTER** has appointed an architect registered with the Council of Architect and such agreement is as per the agreement prescribed by the council of Architects.

U) The **PROMOTER** has registered the **SAID PROJECT** under the provisions of the Real Estate (Regulations and Development) Act, 2016 (hereinafter referred to as the **Said Act**) and the Rules and Regulations made thereunder, with the Real Estate Regulatory Authority at Goa on _____ under registration no. _____, authenticated copy of registration certificate is annexed hereto at Annexure ____.

V) 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.

W) On demand from the **ALLOTTEE**, the **PROMOTER** has given inspection and copies to the **ALLOTTEE** of all the documents of title relating to the **PROJECT** land and the plans, designs and specifications prepared by the **PROMOTER'S** Architects Messrs. Kundan V. Prabhu and of such other documents as are specified under “the said Act” and the Rules and Regulations made thereunder; and the **ALLOTTEE** has acknowledged the receipt of the same.

X) The authenticated copies of Certificate of Title issued by the legal Practitioner of the **PROMOTER**, or any other relevant revenue record 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.

X (i) The authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

X (ii) 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.

X(iii) 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.

Y) The PROMOTER has accordingly commenced construction of the said building/s in accordance with the said approved plans.

Z) The ALLOTTEE/S had approached the PROMOTER and are/is desire to purchase an APARTMENT in the SAID PROJECT "ALTANTIS". Accordingly, the ALLOTTEE/S has seen the building site, examined the approved plans, the required approvals and permission from the Competent Authorities and has examined the title of the SAID PROPERTY. After being fully satisfied, the ALLOTTEE/S has offered to purchase an APARTMENT bearing No..... on the floor in Wing 'B' of the SAID PROJECT, having 115 sq. mtrs. Super Built up area (including the incidence of staircase and other common facilities), **the carpet area as defined under clause (K) of section 2 of the said Act**, of the said APARTMENT is approximately 73.97 square meters and that of balconies is 15.12 square metres (Hereinafter to be referred to as the SAID APARTMENT).

Z. i) The PROMOTER has accepted the said offer of the ALLOTTEE/S and has agreed to build and sell to the ALLOTTEE/S, the SAID APARTMENT for consideration on terms and conditions agreed and written hereunder.

Z. ii) 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.

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

Z. iv) Under section 13 of the said Act, the PROMOTER is required to execute a written Agreement for sale of said APARTMENT with the ALLOTTEE, and also to register said Agreement under the Registration Act, 1908

Z. v) 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 said APARTMENT

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. PREMISES:

(a) The PROMOTER shall construct the said building/s consisting of basement and ground/stilt/ /..... podiums, and upper floors on the PROJECT land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the APARTMENT of the

ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law.

b i) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE APARTMENT No. having 115 sq. mtrs. super built up (including the incidence of staircase and other common facilities), having approximately 73.97 sq. Metres as the carpet area and that of balconies 15.12 sq. metres, on floor of Wing ‘ B ’ of the Building Atlantis. The APARTMENT shall also have an exclusive carpet area of balcony of 15.12 sq. mtrs. with an exclusive terrace area..... sqmts if any, on floor in the building ATLANTIS. (hereinafter referred to as “the APARTMENT”) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

ii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE covered parking bearing Nos situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. / .

(c) The **PROMOTER** warrants that:

(i) The PROMOTER has clear and marketable title with respect to the PROJECT land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the PROJECT land and also has actual, physical and legal possession of the PROJECT land for the implementation of the PROJECT;

ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the PROJECT and shall obtain requisite approvals from time to time to complete the development of the PROJECT;

iii. There are no encumbrances upon the PROJECT land or the PROJECT except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the PROJECT land or PROJECT except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the PROJECT, PROJECT land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the PROJECT, PROJECT land and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the PROJECT, PROJECT land, Building/wing and common areas;

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

vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the PROJECT land, including the PROJECT and the said APARTMENT which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said APARTMENT to the ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEEs the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEEs;

x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said PROJECT to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the PROJECT land and/or the PROJECT except those disclosed in the title report.

xii. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the PROMOTER in the said building and the APARTMENT as are set out in SCHEDULE IV hereto. The "SAID APARTMENT" shall conform to the Standard Specifications in SCHEDULE IV of this Agreement.

2. **CONSIDERATION:**

- a) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the PROMOTER the balance amount of Rs. (Rupees) in the mode specified in schedule II of this Agreement.
- b) The total aggregate consideration amount for the APARTMENT including covered car parking spaces is thus Rs./-.
- c) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the PROJECT payable by the PROMOTER) up to the date of handing over the possession of the said APARTMENT.
- d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.
- e) The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once

granted to an ALLOTTEE by the PROMOTER.

f) 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.

g) 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.

h) 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.

i) 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.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple installments linked to

number of basements/podiums/floors in case of multi-storied building/wing.

j) Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the PROJECT and handing over the said APARTMENT to the ALLOTTEE and the common areas to the association of the ALLOTTEEs after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEEs have paid all the consideration and other sums due and payable to the PROMOTERs as per the agreement. Similarly, the ALLOTTEE shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER, as provided in clause 1(c) herein above. (“Payment Plan”).

k) If the PROMOTER fails to abide by the time schedule for completing the PROJECT and handing over the said APARTMENT to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the PROJECT, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession. The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the said Rules, on all the delayed payment which become due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE(s) to the PROMOTER.

l) Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 2.K above, on the ALLOTTEE committing default in payment of any of the installments mentioned in schedule hereunder on their respective due dates, and/or on observing and performing any of the terms and conditions of this agreement, including the payment of any taxes or outgoings, the PROMOTER shall without prejudice to the other rights, be at liberty to terminate this agreement by giving a prior written notice of fifteen

days by registered post A.D. at the address provided by the ALLOTTEES and mail at the email address provided by the ALLOTTEE, of his intention to terminate this agreement and of the specific breach or breached of terms and conditions in respect of which it is intended to terminate the agreement.

If the ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of sixty days of the termination, the installments of sale consideration of the APARTMENT which may till then have been paid by the ALLOTTEE to the PROMOTER and the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.

m) The **PROMOTER** shall have absolute control over the **SAID APARTMENT** being the owner thereof till payment of the entire amount which the **ALLOTTEE/S** is/are or may be found liable to pay to the **PROMOTER** under the terms and conditions of this Agreement.

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 deems fit and the ALLOTTEE undertakes not to object/ demand/ directs the **PROMOTER** to adjust his payments in any manner.

3. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

(a) **PROMOTER** shall give possession of the **APARTMENT** to the

ALLOTTEE on or before. 31st day of December 2020 If the PROMOTER fails or neglects to give possession of the APARTMENT to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the APARTMENT with interest at the same rate as may mentioned in the clause 2(K) in above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of APARTMENT on the aforesaid date, if the completion of building in which the APARTMENT is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court (iv) non-availability of steel and/or cement or other building materials or water supply or electric power.

(b) 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 said APARTMENT, 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 said APARTMENT to the ALLOTTEE. Before taking possession of the said premises and within seven days of receipt of a notice from **PROMOTER** that the premises are ready for occupation, the **ALLOTTEE/s** shall inspect the said premises and satisfy himself that the same are constructed as per plan and specifications.

After such verification, the **ALLOTTEE/S** shall be bound and liable to take possession of the said premises within seven days by signing the possession letter and shall not thereafter be entitled to raise any objection , dispute or contention in theses respects.

Upon the **ALLOTTEE/s** taking possession of the said **APARTMENT**, he

shall have no claim against the **PROMOTER** in respect of any item of work in the said **APARTMENT** which may be alleged not to have been carried out or completed.

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**.

(c) 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. The **ALLOTTEE** shall take possession of the said **APARTMENT** 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 said **APARTMENT** to the **ALLOTTEE**.

(d) In case the **ALLOTTEE** fails to take possession within the time provided in clause 3(c), such **ALLOTTEE** shall be deemed to have taken possession and delivery of the said **APARTMENT** and shall have no claims, disputes objections or any contentions of any nature whatsoever.

(e) The **ALLOTTEE** shall use the **APARTMENT** or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The **ALLOTTEE/S** shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or

which cause a nuisance or inconvenience to the other APARTMENT ALLOTEE/S in the SAID PROJECT "ATLANTIS".

(f) The ALLOTEE/S hereby agree expressly not to make any kind of alteration in the external elevation design of the building in any manner including covering of the balconies, external colour scheme of the building or the internal colour scheme outside of the SAID APARTMENT agreed to be purchased by them without the permission of the PROMOTER.

(g) The ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

(h) The ALLOTEE/S shall (under any circumstances) not let, sub-let, sell, transfer, assign or part with their interest under this Agreement or part with possession of the SAID APARTMENT or parking area/slot (wherever it is applicable) until all the dues payable by them to the PROMOTER under this Agreement are fully paid up and that too only if the ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the prior consent in writing of the PROMOTER.

(i) The ALLOTEE/S shall permit the PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the said premises or any part thereof at all reasonable times to view and examine the state and conditions thereof and the ALLOTEE/S shall consent, within three days of the PROMOTER

giving a notice in writing to the **ALLOTTEE/S**, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the **SAID PROJECT**, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.

4. DEFECTS:

(a) 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.

(b) In case the **ALLOTTEES** carry out any work within the **APARTMENT**s after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining **APARTMENT**s/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.

(c) Cracks due to moisture changes, temperature variations chemical reactions and dampness shall not be considered as defective work. Similarly,

the **PROMOTER** shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite any sanitary fittings, expansion and contraction in wood or any other material, etc.

5. ALLOTMENT OF CAR PARKING AREA/SLOT:

a) The **ALLOTEE/S** to whom a stilted car parking area/slot is provided by the **PROMOTER**, agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of an **APARTMENT** owned by the **ALLOTEE/S**, without the written permission of the **PROMOTER** or the **SOCIETY/ENTITY'/ GENERAL SOCIETY** as the case may be.

b) The **ALLOTEE/S** agree and undertake not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area slot as stated hereinabove.

c) Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car or otherwise, if caused, shall be rectified at his own cost by the **ALLOTEE/S** to the satisfaction of the **PROMOTER**.

6. TAXES, OUTGOINGS:

(a) The **ALLOTEE/S** hereby agree and undertake to pay the taxes such as Service tax, VAT, Works Contract tax, Local Body taxes etc., as may be applicable upon the purchase of the **SAID APARTMENT** at the rate applicable from time to time. It is expressly agreed that liability for such taxes shall be that of the **ALLOTEE/S** alone since the consideration mentioned herein is exclusive all the taxes.

(b) The **ALLOTEE/S** undertake and agree to defray the infrastructure development costs at the rate of Rs.500/- per sq. mtrs. to the extent of Super built up area of the flat towards various charges/taxes/fees and other levies paid so far by the **PROMOTER** as well the costs incurred by the **PROMOTER** in providing the infrastructure for the development of the **SAID PROPERTY**.

(c) Any further development/betterment charges or deposits, by whatever name called, if demanded by or to be paid to the Village Panchayat or any other competent authority for the purpose of sanctioning the plans and/or issuing the occupancy certificate and/or building completion certificate and for giving water and electricity connection to the Complex “**ATLANTIS**” shall be payable by all the **ALLOTEE/S** of flat in “**ATLANTIS**” proportionately to the extent of super built up area purchased by each **ALLOTEE/S** including the **ALLOTEE/S** of **SAID APARTMENT**. The **ALLOTEE/S** agree/s to pay the **PROMOTER** within seven days of demand, such proportionate share of the **ALLOTEE/S** of such charges and / or deposit and/ or tax.

(d) From the date of taking over the possession of the **SAID APARTMENT** the **ALLOTEE/S** shall be liable to pay the Property tax and all other taxes, charges, assessments, levies, water and electricity connection etc. by whatever name called, as the owner of the **SAID APARTMENT**. The **PROMOTER** shall not be responsible for any default in payment of such nature.

(e) Any levy or tax of any nature, if levied or becomes due and payable subsequently by the **PROMOTER** or on the **SAID PROJECT** or on individual flats in **ATLANTIS** including the **SAID APARTMENT**, shall be borne by the **ALLOTEE/S** proportionately to the extent of the super built-up area of the **SAID APARTMENT** and accordingly, the amount of

consideration mentioned in Clause 2 (a) above, shall stand increased to that extent.

(f) The amount so to be borne by the **ALLOTEE/S** shall be paid by the **ALLOTEE/S** within 15 days of the intimation by the **PROMOTER**, notwithstanding the fact that the **SAID APARTMENT**, at that point of time, may have already been transferred unto the **ALLOTEE/S** or its possession has already been handed over to the **ALLOTEE/S**.

(g) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority or electricity and water/sewerage charges, exclusively pertaining to the **SAID APARTMENT** shall be borne by the **ALLOTEE/S** from the date of issuance of Occupancy Certificate.

7. VARIATION IN PLANS:

(a) It is hereby agreed that the **PROMOTER** shall be entitled, and are also hereby deemed to have been permitted by the **ALLOTEE/S** to make such additions/variations and alterations in the Building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the **PROJECT** as a whole before getting the Occupancy Certificate. It is further agreed that the **PROMOTER** shall be entitled to amalgamate the **SAID PROPERTY** within one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the **SAID PROPERTY** by the **ALLOTEE/S**. If and when construction come up in such properties, adjoining the **SAID PROPERTY**, the same shall, at the discretion of the **PROMOTER**, either form part of the **SAID PROPERTY** or shall be a distinct **PROJECT** not connected with the **SAID PROPERTY**. The decision

of the **PROMOTER** in this regard shall be final and binding on the **ALLOTEE/S**. The **ALLOTEE/S** hereby give/s his express consent to the above and it shall be considered as consent in writing of the **ALLOTEE/S** required by law.

(b) All plans for the **SAID PROJECT ATLANTIS** have been prepared and approval(s)/ construction license(s) with respect to the same have been obtained, on the basis of the survey plans of the **SAID PROPERTY** and areas mentioned therein, and the **PROMOTER** are expressly entitled to revise the plans/ approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.

(c) In the event the **PROMOTER** is required to permit the owners of any of the adjoining plots, the use of any portion of the **SAID PROPERTY** by way of right of way or by way of right of use including the easementary rights, the **PROMOTER** shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the FAR (Floor area ratio) corresponding to the area so given for easementary right, shall accrue exclusively to the benefit of the **PROMOTER** i.e. for the purpose of the built up area of the building complex **ATLANTIS**.

(d) The **PROMOTER** shall be entitled to unilaterally revise the plans and/or specifications relating to

(i) The exterior of the building complex '**ATLANTIS**'.

(ii) All common structures/ areas/ amenities in and around the building complex '**ATLANTIS**' including adding/ modifying/ deleting/ relocating any such structures/ areas/ amenities till the final submission of plans for approval and grant of Occupancy Certificate.

(e) The **PROMOTER** shall be at liberty, and are hereby permitted by the **ALLOTEE/S** to make variations in the layout/elevation of the building including relocating the open spaces all structures/ Buildings/ garden spaces and / or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require, so long as the Carpet area of the **SAID APARTMENT** is/are not altered and the Standard Specifications set out in the **SCHEDULE No. IV** hereunder written are not altered.

(f) In the event the **ALLOTEE/S** desire/s to make any changes or additions within the **SAID APARTMENT** to the Standard Specifications detailed in Schedule No. IV hereinafter written, if permitted by the **PROMOTER**, subject to the overall approval of the authorities concerned, if need be, the **ALLOTEE/S** shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra item of work' .

8. FORMATION OF ENTITY:

(a) 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 byelaws of the proposed Society and duly fill in, sign and return to the **PROMOTER** within seven days of the same being forwarded by the **PROMOTER** to the **ALLOTTEE**, so as to enable the **PROMOTER** to register the common organization of **ALLOTTEES**.

(b) 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 month/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.

(c) The **ALLOTTEE** shall on or before delivery of possession of the said premises keep deposited with the **PROMOTER**, the following amounts:—

(i) Rs. for share money, application entrance fee of the Society or Limited Company/ /Federation/Apex body. (ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex body. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body. (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body. (v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges. (vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout. (vii) Rs. as legal charges. (viii) Rs. as infrastructure Tax. (ix) Rs. as Stamp Duty and Registration Charges.

(d) The ALLOTTEE shall pay to the **PROMOTER** a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the **PROMOTER** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

(e) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the ALLOTTEE shall pay to the **PROMOTER**, the ALLOTTEES' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the **PROMOTER**, the ALLOTTEES' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

(b) Once the **PROMOTER** take a decision in this matter the **ALLOTTEE/S** agree and undertake to join as member of any such **ENTITY'** that may be formed as well as to bear all the related expenses, sign all necessary papers and extend fullest cooperation for this purpose, and pay the entrance fee, share money and advocate fees, relating to the formation of such **ENTITY'**:-

(c) Under the Goa Co-operative Societies Act, a Co-operative Society is formed by its **PROMOTER** and members. Accordingly, it is hereby made very clear that the **PROMOTER** shall as a matter of courtesy only assist the **ALLOTTEE/S** in forming a Cooperative Society or an Association of

persons or such other **ENTITY**' for holding/owning and/or maintaining the said scheme. The **PROMOTER** however will not be responsible for the formation and registration of the Society or Association.

(d) The **PROMOTER** shall be in absolute control of those premises in the scheme, the construction of which is not financed by any person. Should the **PROMOTER** decide to retain any premises/built up area in the scheme they shall join the **ENTITY**'.

(e) Upon completion of the building Complex '**ATLANTIS**' and upon receipt all the amounts due and payable to the **PROMOTER** in respect of all the APARTMENTs in the **SAID PROJECT** are paid in full as aforesaid, the **PROMOTER** shall assist the **ALLOTEE/S** and other APARTMENT **ALLOTEE/S** in getting conveyed the **SAID PROJECT** in the name of the SOCIETY or agree to get executed the conveyance of the undivided impartible and proportionate share in the "**SAID PROPERTY**" in the names of all the **ALLOTEE/S** which shall be in proportion to the super built-up area owned by each of them as a separate **ENTITY**' and further assist in the formation of General Society for maintenance/ upkeep of the Buildings and Complex.

(f) The decision of the **PROMOTER** in this regard shall be final and binding on all the **ALLOTEE/S** of APARTMENT including the **ALLOTEE/S** of **SAID APARTMENT** irrespective of the fact that the purchase was made either before or after the formation of the '**ENTITY**'.

(g) When the **PROMOTER** takes a decision in this matter, the **ALLOTEE/S** and other APARTMENT **ALLOTEE/S** of **ATLANTIS** shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said **ENTITY**' and for the Conveyance of the "**SAID PROPERTY**" to the said **ENTITY**' or get executed the

conveyance of the undivided impartible and proportionate share portions in the ‘**SAID PROPERTY**’ in the names of all the individual **ALLOTEE/S** which shall be in proportion to the extent of super built area owned by each of them as a separate **ENTITY**’ and further assist in the formation of the General Society for maintenance/upkeep of the Building and Complex.

(h) The **ALLOTEE/S** and the person/s to whom the **SAID APARTMENT** is/are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the **ENTITY**’ as may be applicable from time to time (as and when formed).

i) The **ALLOTEE/S** shall observe and perform all the rules and regulations which the Society or the Association or Cooperative Society may adopt from its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the **SAID PROJECT/s** and the premises therein and for the observance and performance of the building rules and regulations and , Bye-laws for the time being of the concerned local authority of Government and other public bodies, The **ALLOTEE/S** shall also observe and perform all the stipulations and conditions laid down by the said **ENTITY**’ regarding the occupation and use of the said premises in the **SAID PROJECT/s** and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

(j) No objection shall be taken by the **ALLOTEE/S** if any changes or modifications are made in the bye-laws or rules and regulations to be framed or framed by the said **ENTITY** as may be required by any competent authority.

(k) The **ALLOTEE/S** shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the **PROMOTER** and of the other **APARTMENT ALLOTEES** in **ATLANTIS**.

(l) In the event such said **ENTITY'** is formed and/or registered well before the completion of the building complex **ATLANTIS**, the said **ENTITY'** and the **ALLOTEE/S** together with other **APARTMENT ALLOTEE/S** shall be subject to the overall authority and control of the **PROMOTER** in respect of any matter concerning the **SAID PROPERTY** or the **SAID APARTMENT** or the **SAID PROJECT COMPLEX** under this Agreement.

(m) The **PROMOTER** shall be in absolute control of unsold **APARTMENT** in the said Complex **ATLANTIS**.

(n) All papers pertaining to the admission to the said **ENTITY'** and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the said **ENTITY'** shall be prepared by the Advocates of the **PROMOTER**.

(o) The **ALLOTEE/S**, whether he occupies or resides in the said premises or not, shall pay such amounts or deposits as may be determined by the **PROMOTER** towards maintenance and common expenses including common lights, repairs and salaries of clerks, bill collectors, security services, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings as also expenses towards house tax, local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, electricity charges, insurance charges or any other costs, until an Association

or Cooperative Society is formed. If sales tax, service tax or other levies applicable as per any State / Central Government Acts, shall be paid by the **ALLOTEE/S** separately.

(p) The **ALLOTEE** shall pay to the **PROMOTER** a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the **PROMOTER** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

9. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

(a) It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of **ATLANTIS** is exclusively that of the respective **ALLOTEE/S** (including the **ALLOTEE/S** herein) of various premises in **ATLANTIS** and/or said **ENTITY**'.

(b)The **ALLOTEE/S** agree/s and bind/s himself/themselves to contribute to the **PROMOTER**, irrespective of the fact that they are residing there or not and using such common amenities/facilities or not, such amount as may be decided by the **PROMOTER** during the period of maintenance by **PROMOTER**, after obtaining the Occupancy Certificate in respect of the Building/s until the formation of the said **ENTITY**' and furthermore to the said **ENTITY**' such amount as may be decided by the said **ENTITY**' after its formation, as the case may be, for the upkeep / governance and proper maintenance of the "**SAID PROPERTY**" and the buildings including bills for common lights, water charges, watchman's remuneration, security service charges, maintenance of stilted car parking area, garden, lift, caretaker's salary, Maintenance of all the facilities/value addition items, power back up and related operational expenses and maintenance, Sewage

treatment plant and operational and maintenance expenses, Solar water heater and related maintenance and operational expenses, contributions towards the sinking fund and other funds as envisaged in Co-operative housing Society Act as applicable from time to time, including taxes, charges and statutory levies as applicable etc.

The obligation to pay shall start from the commencement of the deemed date of possession or possession which is earlier as stated in Clause 3 (b) above. It is expressly understood and agreed by the **ALLOTEE/S** that the **PROMOTER** or the said **ENTITY'** as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item of expenditure for better governance of the **SAID PROPERTY** as they may deem fit and proper, depending upon the exigencies of the situation from time to time.

(c) If the **PROMOTER** till such time that the said **ENTITY'** is formed or the said **ENTITY'** after its formation is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the "**SAID PROPERTY**" including the Buildings thereon, then in such situation the **PROMOTER** and/or the said **ENTITY'** (as the case may be) is authorized to increase the maintenance deposit with prior intimation to the **ALLOTEE/S** and the **ALLOTEE/S** shall pay the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the **PROMOTER** and/or said **ENTITY'** in this regard shall be final, conclusive and binding on the **ALLOTEE/S** and all **ALLOTEE/S** of APARTMENT. Failure to pay to the **PROMOTER** as stipulated above, shall attract payment of simple interest of 12% (Twelve percent) per annum in respect of the amount due and payable on the respective days till it is paid or realized. It is not obligatory for the **PROMOTER** or said **ENTITY'** to demand the same in writing, although a notice may be sent to remind the **ALLOTEE/S** only as a matter of courtesy.

(d) Provided further, the **ALLOTEE/S** from the date of taking possession/deemed possession of APARTMENT shall be liable to pay to the **PROMOTER** or the said **ENTITY'**, as the case may be, additional maintenance charges to defray and cover the short fall of maintenance costs and other charges, levies, taxes, duties etc. as mentioned in clause b(i) above.

It is further agreed by and between the Parties herein that the **PROMOTER** may open and operate a separate and exclusive account in a Scheduled Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the **PROMOTER** in Trust till such time the said **ENTITY'** is formed.

(e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause 9(b), 9(c), and 9(d) above from the deemed date of occupation/possession of the units from the various **ALLOTEE/S** including the **ALLOTEE/S** herein shall also be put into the aforesaid account in order to facilitate the **PROMOTER** to operate and effect payment towards maintenance/upkeep as and when required till such time the said **ENTITY'** is formed as stated hereinabove.

(f) The **PROMOTER** hereby agree, undertake and bind to transfer the balance Funds available in the aforesaid account along with the interest accrued thereon from time to time after the formation of the said **ENTITY'**, as the case may be as per the balance amount remaining in the Banker's record along with an audited statement of account.

10. **DISCLAIMER:**

(a) After the formation of the said **ENTITY'** and the transfer of funds as envisaged in Clause (f), the **ALLOTEE/S** and/or the said **ENTITY'** shall be liable to pay all the expenses, charges, dues, taxes, levies, statutory or

otherwise, by whatever name called. The **PROMOTER** shall not be liable for any default in payment of such payments thereafter.

(b) It is clearly agreed and understood by the **ALLOTEE/S** that the **PROMOTER's** responsibility at any given time shall be the payment of the expenses only, either on behalf of the **PROMOTER** or that of the **ALLOTEE/S** or on behalf of the said **ENTITY'**, as the case may be, and the **PROMOTER** shall not be responsible for any accidents, thefts or any other eventualities occurring within the precincts of **ATLANTIS**.

c) It is, however, expressly agreed and understood that in case of delay in the formation or non formation of any such body or associate or **ENTITY'** of the premises holders in the **SAID PROJECT**, the **PROMOTER** shall be at any time at his own discretion refund such balance of the deposit amount to the **ALLOTEE/S** whereupon the **PROMOTER** shall not be in any manner be responsible to look after the said matter regarding the said scheme. Furthermore, if any additional amount is to be contributed due to exhaustion of said initial contribution, the **ALLOTEE/S** shall be bound to make such contributions from time to time.

(d) It is hereby expressly agreed by and between the parties to this agreement and the **ENTITY'** which may be formed by the **ALLOTEE/S** including the **ALLOTEE/S** herein that the name of the scheme/**PROJECT** shall always remain "**ATLANTIS By Concrete Group**", which shall not be changed at any time in future even after the transfer/assignment/conveyance of the property, premises and building to the **ALLOTEE/S** or the said **ENTITY'** except with the written permission of the **PROMOTER**. The **PROMOTER** shall also be entitled, at all times and free of costs to exhibit their name/logo at strategic places on the outer side of the buildings. The said **ENTITY'** or the individual **ALLOTEE/S**, as the

case may be, being successor in the interest of the **ALLOTEE/S** shall be bounded by the covenants.

11. VALUE ADDITIONS LIKE SWIMMING POOL/CLUB HOUSE CUM GYM/ GARDEN ETC. OTHER COMMON AMENITIES:

a) The **PROMOTER** shall provide for “Value Addition” as stated in **SCHEDULE V** prior to conveying the **SAID PROPERTY** to the **ENTITY’** or the **SELLER/S** as the case may be. The said value additions shall ultimately be transferred to the said **ENTITY’** for the beneficial use of all the flat **ALLOTEE/S**. The **ALLOTEE/S** shall be entitled to use the said value additions and such other recreational facilities provided by the **PROMOTER**, and such use shall be at the sole responsibility and risk of the **ALLOTEE/S/S** or the **ALLOTEE/S’** family members and they shall abide by the rules and regulations framed by the **PROMOTER** or the said **ENTITY’** for this purpose.

b) All the **ALLOTEE/S** of the **APARTMENT** including the **ALLOTEE/S** of **SAID APARTMENT** are entitled to the Membership of the said Value additions free of cost. The maintenance charges towards the value additions shall be payable by each of the **ALLOTEE/S OF APARTMENT/S** at the rate decided by the **PROMOTER** and subsequently by the Society per **APARTMENT** per month, towards upkeep and maintenance of the facilities. The use of value additions will be permitted only to the **ALLOTEE/S** of the **APARTMENT** and his/her family. This maintenance charge is due and payable from the date of deemed occupancy of the respective **APARTMENT** purchased, which may be raised depending upon the input costs and other services from time to time.

12. GENERAL:

- (a) The **ALLOTEE/S** hereby confirm/s having taken inspection, to his full satisfaction, of the requisite documents of title to the **SAID PROPERTY** and of the plans/ approvals/ license relating to the **SAID APARTMENT**.
- b) The **PROMOTER** shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the **SAID PROPERTY** and/or in the **SAID PROJECT**, provided it does not in any way affect or prejudice the right of the **ALLOTEE/S** in respect of the **SAID APARTMENT**.
- c) The **ALLOTEE/S** shall be bound to sign all the papers and documents and do all the things and matters as the **PROMOTER** may require from it from time to time in this behalf for safeguarding, inter alia, the interest of the **PROMOTER** and the **ALLOTEE/S**.
- d) The **ALLOTEE/S** shall not be entitled to claim partition except with the written permission of the **PROMOTER/ Association/ Society** and the concerned local authority of their share in the **SAID PROPERTY** or portion thereof and the same shall always remain impartitionable.
- e) The **PROMOTER** shall have first lien and charge on the said premises agreed to be acquired by the **ALLOTEE/S** in respect of any amount due under as per this agreement.
- f) The **PROMOTER** hereby declares that the Floor Area Ratio available as on date in respect of the **PROJECT** land is 1943.36 square meters only and **PROMOTER** has planned to utilize Floor area ratio of Nil 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 of 3200 Square Metres as 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.

h) In the event the ALLOTTEE/S chooses to transfer his interest, effect any sale, conveyances, assignment, etc., of the SAID APARTMENT to any Third Party, in the intervening period till such time the SAID PROPERTY is conveyed to the said ENTITY', the PROMOTER shall be entitled to receive from the ALLOTTEE/S, 2.5% of the sale consideration of this Agreement as transfer charges and the ALLOTTEE/S also agrees to pay to the PROMOTER out of pocket expenses of Rs.10,000/- (Rupees ten thousand only) per transaction. Further the PROMOTER shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above.

j) At present the possession of the SAID APARTMENT has not been handed over to the ALLOTTEE/S.

13. BINDING EFFECT :

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the PROMOTER. If the ALLOTTEE(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve

a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

14. 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.

15. RIGHT TO AMEND

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

16. 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 in case of a transfer, as the said obligations go along with the APARTMENT for all intents and purposes.

17. 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.

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

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

19. 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.

20. 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.

21. 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.

22. That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:— Name of ALLOTTEE (ALLOTTEE's Address) Notified Email ID: M/s PROMOTER name (PROMOTER Address) Notified Email ID: It shall be the duty of the ALLOTTEE and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE, as the case may be.

23. 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.

24. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

25. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settle 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.

26. 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.

DESCRIPTION OF THE SAID PROPERTY**SCHEDULE NO. I-A**

All That immovable property surveyed under no.10/27, admeasuring 2050 square meters [along with two residential houses bearing no.451 and 83(452) situated therein], forming part of the larger property known as “**RAIBATTA**” or “**VUDDULECHI SIR**” or “**OLLACHI XIR**” or “**ARADI**” at Aradi of Socorro, within the limits of Village Panchayat of Socorro, Taluka and Registration Sub-district of Bardez, District North Goa, State of Goa, described under Land Registration No.5146 at page 157V of Book B-35 old in the office of the Land Registrar of Bardez and enrolled under Matriz Nos.640 and 770 of 1st circumscription of the Village Socorro in the Taluka Revenue Office of Bardez, herein described as the **FIRST PROPERTY** and bounded as under:

North : By the property and house with garden belonging to the heirs of Pascoal Ribeiro and one Ladu and others: currently surveyed as S. No. 10/26

- South : By the property having a house and open land belonging to the heirs of S. Ana Monteiro and now belonging to Ladu: currently surveyed as S. No. 10/28
- East : By the Property now belonging to Sebastian and Luis: currently surveyed under S. No. 11/3 and S. No. 11/4
- West : By the property belonging to Pascoal Rebeiro, now belonging to Chari: currently surveyed as public road.

SCHEDULE NO. I-B

All that landed property “**ARADI**”, admeasuring 2000 square meters situated at Aradi, Village Socorro Taluka Bardez, Goa, surveyed in the Revenue Survey of Record of Rights under Survey No.10/26 herein referred to as the ‘**SECOND PROPERTY** and bounded as under:

- North : By Survey No.10/25;
- South : By Survey No.10/27.
- East : By Survey No.11/2;
- West : By public road;

SCHEDULE NO. II

(DESCRIPTION OF THE SAID APARTMENT)

Flat No..... admeasuring approximately 115 sq.mtrs of built up area (including the incidence of staircase and other common facilities) and corresponding Carpet area being 73.97 sq.mtrs along with the balconies of carpet area 15.12 square metres on the floor in Wing “B” in the building PROJECT “**ATLANTIS**” in the **SAID PROPERTY**. The **SAID APARTMENT** is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO. III
MODE OF PAYMENT

On initial Booking	:Rs.
On or Before	:Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before	: Rs.
On or Before intimation for Possession	: Rs.

Out of the amount of Rs/- of the total consideration, Rs/- shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause 2 (b) of the Agreement hereinabove.

MODE OF PAYMENT FOR EXTRA WORKS:

Extra works will be executed by the **PROMOTER** only after the amount corresponding to the cost of extra works is agreed to be payable by the **ALLOTEE/S** and the amount is paid in advance. The estimate for the extra work, if any, prepared by the **PROMOTER** shall be final and binding.

SCHEDULE NO. IV
STANDARD SPECIFICATION

1. **STRUCTURE:** The Building shall consist of a Reinforced Cement Concrete framed structure. The masonry in plinth shall be of laterite stone in cement mortar. The masonry in superstructure shall be 20/23 cm thick laterite/ block masonry in cement mortar. All partition walls shall be of fly ash brick/ masonry in cement mortar.

2. **PLASTER:** The Internal plaster shall be in one coat of cement mortar and finished with neeru/wall Putty or gypsum coat plaster. The external plaster in general shall be in two coats of cement mortar.
3. **FLOOR FINISH:** The entire APARTMENT except the toilet shall be finished with vitrified tiles. The flooring of the toilet shall be finished with ceramic tiles/granite tiles in floor. Dado shall be provided upto 7'height with glazed tiles. The terrace slab shall be waterproofed and finished with Indian patent stone above it. The passages shall be provided with ceramic/vitrified tile flooring.
4. **WINDOWS:** The Windows in general shall be of powder coated/anodized aluminum sliding type with marble/granite sub-frame. The toilet windows shall be aluminum framed louvered ventilators with Green marble/granite sub-frame.
5. **DOORS:** Main door shall be of solid wood paneled door with polished finish. Main door frame shall be of Teakwood. Bedroom and kitchen doors including balcony doors shall be of modular flush doors with laminates. Toilet doors shutter shall be of FRP/ HOPE/Aluminium section. All door frames except main doorframes shall be in wooden /Granite/Metal. All doors shall be provided with SS fittings and SS Hinges.
6. **PAINTING:** Internal walls and ceiling shall be painted with 2 coats of Acrylic Bound Distemper. External walls shall be painted with 2 coats of water proof cement paint over a coat of primer.
7. **KITCHEN:** Cooking Platform with a stainless steel sink at one end shall be provided in the kitchen. The Platform shall be finished with granite stone. The dado above platform and sink shall be provided with glazed tile upto 60 cm height.

8. **TOILET/BATH:** Toilet shall be provided with European style W.C pan. The floor shall be of ceramic tile and having a glazed tile dado upto the ceiling. Part portion in one toilet shall be provided with RCC loft. Wash basin shall be provided in Toilet.

9. **DRAINAGE:** All sewage water shall be connected to the septic tank/sewerage line as per the requirements of the Local Authority.

10. **WATER SUPPLY:** Water shall be supplied to every APARTMENT through a common overhead tank provided for on top of the Building which services all the APARTMENTS. One underground sump and one electric pump shall be provided.

11. **ELECTRICAL INSTALLATION:** All wiring shall be in best quality copper wire concealed in walls and slabs.

12. **GENERAL:** Each owner shall obtain his / her / their electric connection from the respective Government Department.

(a) The **PROMOTER** shall provide the **ALLOTEE/S** with the electrical test report to the effect that the works have been executed as per Government Regulations, which is sufficient for obtaining electrical connections.

(b) However, in case the **PROMOTER** obtains electricity connection on behalf of the **ALLOTEE/S** of the **SAID APARTMENT** the **ALLOTEE/S** shall be required to reimburse the **PROMOTER** an amount of Rs. 18,000/- (Rupees Eighteen Thousand only) towards payments made by the **PROMOTER** towards Electricity Connection Deposit, Electronic Meter, supervision charges, connection charges, transformer charges etc., prior to taking the possession of **SAID APARTMENT**.

13. **EXTRA WORKS:** Any additional works desired by the **ALLOTEE/S**, if permitted by the **PROMOTER**, subject to overall approval of the authorities concerned, if need be, shall further be executed by the **PROMOTER** and the **ALLOTEE/S** shall have to pay additional cost for such extra item work.

SCHEDULE V
(VALUE ADDITIONS)

- 1. Swimming Pool.
- 2. Club House with Gym
- 3. Garden

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED BY ()
The withinnamed PROMOTER ()
at Panaji) _

M/S CONCRETE LIFESTYLE(GOA)

Left hand finger prints

Right hand finger prints

1.

1.

- | | |
|---------|---------|
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

SIGNED AND DELIVERED BY)
The withinnamed ALLOTTEE/S)
at Panaji) _

Left hand finger prints

1.

2.

3.

4.

5.

Right hand finger prints

1.

2.

3.

4.

5.