

DRAFT

AGREEMENT FOR SALE

This agreement for sale ("**Agreement**") is made and executed at <<>> on this <<>> day of 2021: by and between:

1. **PRESCON HOMES PVT. LTD**, a company registered under the Companies Act, having its registered office at 201, 2nd Floor, Prestige Precinct, Almeida Road, Panchpakhadi, Thane (West), 400601, and its Goa office at Prescon, Office No. 207, Second Floor, Edcon Mindspace, behind Campal Trade Center, Campal, Panaji Goa, 403001 represented by its authorized signatory **MR. VINAY KEDIA**, aged 39 years, son of Mr. Surendra Kedia, married, occupation business, Indian National, **Permanent Account Number*******and **Aadhar card*******having his office at Prescon, Office No. 207, Second Floor, Edcon Mindspace, behind Campal Trade Center, Campal- Goa, 403001 hereinafter referred to as "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**.

AND

2. **MR./MRS./MISS/MESSRS.**<<>>, Aadhaar No. <<>>, an Indian National(s), aged about <<>> years, son of Mr. <<>> Occupation: <<>> residing/having address at <<>> **Permanent Account Number** <<>> hereinafter referred to as the "**ALLOTTEE**" (which expression shall

mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a company/ society/ limited liability partnership, its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his/her/their/its successors-in-interest) of the **OTHER PART**.

The Promoters and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A.1 Prior to 31st March 2007, one Smt. Gopicabai Dattatreya Bhandare @ Gopicabai Dattatreya Bhandare, Sitakant Narayan Bhandare, Smt. Manda Sitakant Bhandare, Smt. Kunda Lakshmikant Bhandare @ Kunda Laxmikant Bhandare, Shri Deepak Lakshmikant Bhandare, Smt. Durga Deepak Bhandare, Shri. Yeshwant Shripad Bhandare, Smt. Prafulla/Ramabai Yeshwant Bhandare, Shri. Raghuvir Shripad Bhandare and Smt. Geeta Raghuvir Bhandare (the "**Original Owners**") were entitled as owners to the larger lands known as "**TOLLEM E OITEIRO DE AGALI**" or "**AGAYE**" admeasuring 3,06,575 sq. mtrs., and situate at village Azossim within the jurisdiction of Azossim-Neura Village Panchayat, Registration Sub-District of Ilhas, North Goa District, State of Goa described in the Land Registration Office of Ilhas under No. 768 of Book B-10 Old, not enrolled for Matriz and entirely surveyed under Survey No. 8/1 of village Azossim (the "**Larger Lands**");
- A.2 The Original Owners by a deed of sale dated 31st March 2007 registered with the office of the Sub-Registrar of Assurances at Ilhas, Panaji-Goa under No. 2611 at pages 11 to 38 of Book No. 1, Vol. No. 1857 on 13th September 2007 sold, transferred and conveyed the said Larger Lands to one Reis Magos Estate Private Ltd. ("**Reis Magos**") for the consideration and in the manner therein set forth;
- A.3 Reis Magos in turn by an agreement for development dated 17th December 2007 registered with the office of the Sub-Registrar of Assurances at Ilhas, Panaji-Goa under No. 3397 at pages 259 to 278 of Book No. I, Vol. No. 1892 on 24th December 2007 granted unto one Prescon Homes Private Ltd., the Promoter herein, right and authority to develop the said Larger Lands for the consideration in the manner therein set forth and recorded therein. Under the terms of the said agreement, Prescon Homes Private Ltd. was, in consideration of grant of the development rights to the Larger Lands, to grant to Reis Magos 40% of the said Larger Lands after duly developing the same and the balance 60% of the said Larger Lands was the entitlement of Prescon Homes Private Ltd;
- A.4 In furtherance to the agreement for development dated 17th December 2007, by way of agreement for sale with possession dated 20th May 2011, registered with the office of the Sub-Registrar of Assurances at Ilhas, Panaji-Goa under No. PNJ-BK1-01423-2011, CD No. PNJD8, Reis Magos agreed to sell 30% undivided rights in the said Larger Lands corresponding to 91,957 sq. mts. in favour of Prescon Homes Private Ltd. in the manner therein set forth;
- A.5 Reis Magos thereafter, pursuant to the aforesaid agreement for sale dated 20th May 2011, by a deed of confirmation and sale dated 16th May 2013 registered with the office of the Sub-Registrar of Assurances at Ilhas, Panaji-Goa under No. PNJ-BK1-01510-2013, CD No. PNJD22

on 17th May 2013, confirmed the sale transfer and conveyance of the said 30% area of the Larger Lands corresponding to 91,957 sq. mts. to and in favour of Prescon Homes Private Ltd. for the consideration and in the manner set forth therein;

- A.6 Prescon Homes Private Ltd. on the basis of the aforesaid deed of confirmation and sale dated 16th May 2013 vide Land Partition Order dated 04/09/2016 in Case No. LND/PART/166/2013 obtained a partition of the said area of 91,957 sq. mtrs. being surveyed under independent Survey No. 8/1-D;
- A.7 Prescon Homes Private Ltd. thereafter on the basis of aforesaid deed of confirmation and sale dated 16th May 2013 and the aforesaid Land Partition Order dated 04/09/2016 in Case No. LND/PART/166/2013 obtained a partition of the said Survey No. 8/1-D admeasuring 91,957 sq. mtrs. vide Land Partition Order dated 02/12/2020 in Case No. LND/PART/18/2020 being surveyed under independent Survey No. 8/1-D-1 and admeasuring 30,570 sq. mtrs.
- A.8 In the circumstances, the Promoters, in their own right as owners, are absolutely seized and possessed of or otherwise well and sufficiently entitled to, inter alia, land bearing Survey 8/1-D1 of Azossim admeasuring 30,570 sq. mtrs., and more particularly described in the **First Schedule** hereunder written (which lands are hereinafter referred to as the “**Project Land**”).
- A.9 The Project Lands are zoned as settlement as per Regional Plan for Goa, 2021.
- A.10 The lands situate alongside, adjoining and/or behind the Project lands (all originally forming part of the Larger Lands) (collectively “**Adjoining Lands**”) are partly owned by Prescon Construction LLP, which is an Affiliate of the Promoters (“**Affiliate**”) and partly by Prescon Homes Private Ltd., Promoters herein which land is not subject matter of the present AGREEMENT;
- A.11 The Promoters and its Affiliate have in furtherance of their object also determined that – though each of them may be developing, dealing with and disposing of their respective holdings separately and as independent projects – the Promoters and its Affiliate would project and promote the development on the Project Lands and the (multiple) developments on the Adjoining Lands under a common brand: the Promoters and its Affiliate have accordingly in terms of their alliance aforesaid determined to brand the development of the Project Lands (undertaken by the Promoters) and the Adjoining Lands (to be undertaken by the Affiliate) as **PRESCON AMANHA**; the Promoters and its Affiliate have further agreed that each of the separate developments undertaken by the Promoters and its Affiliate would form phases of **PRESCON AMANHA**, as for example, the development by the Promoters on the Project Lands would form **PRESCON AMANHA – PHASE II** and **PRESCON AMANHA – PHASE III** and so on, and the development undertaken by the Affiliate on any part of the Adjoining Lands forms **PRESCON AMANHA – PHASE I**, and in furtherance of the aforesaid, the Promoters and the Affiliate have also agreed that the entrance gate to the larger colony as proposed to be developed would also be common. However the Promoters hereby represent that the development of the Project Lands and Adjoining Lands are independent projects and the collaboration is limited to the extent of the stipulations contemplated in this AGREEMENT which do not in any way confer any proprietary right on the acquirers/purchasers in the Project Lands to the Adjoining Lands and the acquirers/purchasers have no privity whatsoever with the affiliate and they shall have no claims whatsoever against the affiliate and this agreement governs and is limited to the rights by and between the promoters and the allottee.

A.12 The Promoters now propose to undertake the development of the said Project Land in multiple phases, by constructing a residential project in the name and style of “**IKIGAI Senior Living**” comprising of:

- (i) 240 units and 5 (five) buildings (such units and buildings “A-1, A-2, B-1, A-3 & A-4”) as specifically provided for in the **Second Schedule**,
- (ii) Club and Facilities building named “Clubhouse & Swimming Pool”, and Staff Dormitories in A-1 & A-2 buildings, (such facilities, “**Service Facilities**”) as specifically provided for in the **Third Schedule**, and
- (iii) common amenities forming a part of or built on the said Project Land which are more particularly defined at **Fourth Schedule** hereunder written (such amenities, “**Common Amenities**”),

the 5 (five) buildings, Club and Facilities building and Common Amenities in the Project Lands are hereinafter collectively referred to as the said “**Project**”, in accordance with the plans, designs and specifications sanctioned/ to be sanctioned by the concerned authorities from time to time in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.

B. The Allottee has expressed a desire to acquire a residential unit, bearing flat no. <<>>, admeasuring <<>> sq. mtrs of carpet area (as defined under RERA), including a right to use Common Amenities and a right to access the Service Facilities, on <<>> floor in building <<>> in said Project at Azossim, marked by hatched lines on the plan annexed hereto and marked **Annexure 1**, hereinafter referred to as the said **Flat** (and more particularly described in the **Fifth Schedule** hereunder written);

E. The Promoters have, in connection the construction and development of the Project in the Project Land in the real estate project **IKIGAI Senior Living**, obtained the following permissions, approvals, licenses viz:

<<>>

F. The Promoters have registered the Project being laid out on the Project Land under the provisions of the Real Estate (Regulation & Development) Act, 2016 (“**RERA Act**”) and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (“**RERA Rules**”) with Goa RERA at Registration No. <<>>;

G. The Allottee has demanded inspection/information from the Promoters and the Promoters have granted inspection of the following documents and information to the Allottee and/or the Allottee’s advocates/consultants, viz:

- i. All title documents by which the Promoters have acquired right title and interest in the Project Lands;
- ii. All the approvals and sanctions of all relevant authorities for the development of the Project on the Project Lands, including N.A. Permissions, Sanad and all such other documents as required under Section 11 of the RERA Act;
- iii. Authenticated copy of the layout as approved by Town and Country Planning

Department;

- iv. All the documents mentioned in the Recitals;
 - v. Certificate of title issued by Mrs. Shubhalaxmi U. Pai Raikar, Advocate dated <<>> in respect of the title of the Promoters to the Project Lands; and
 - vi. Authenticated copies of Form I & XIV in respect of the Project Lands.
- H. The Promoters have informed and the Allottee hereby confirms and acknowledges that the Project Land is being developed by the Promoter in a phase-wise manner as may be decided by the Promoters in its absolute discretion from time to time. The Allottee further acknowledges and confirms that the Promoters may, at any time, revise/modify the layout master plan of the Project Lands, including but not limited to, permitting the construction of additional buildings, without affecting the said Flat and the said Project, in such manner as the Promoter may deem fit, in its sole discretion, subject to the applicable law. However, the same is further subject to the sanction of the competent authorities and/or may undertake revision and modification any of the aforesaid phases, if required by the competent authorities.
- I. The Promoters hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the said Project is as mentioned in the approved plan and the Promoter may utilize any balance FAR in respect of the balance Project Lands in such a manner as the Promoters deem fit and proper including but not limited to the Promoters availing of TDR or FAR available on such terms as the Promoters deem fit.
- J. In the event of any additional FAR in respect of the Project Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Promoters alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and/or construction of structures, buildings on the Project Land as may be permissible under applicable law and the corresponding right of the Allottee in said Project Lands pertaining to the said Flat shall stand adjusted / reduced on pro rata basis. Allottee hereby agrees that the Promoter shall be entitled to utilize the additional FAR in the manner they desire and the Allottee shall not in any way interfere with the utilization and shall have no right to interfere with the mode manner and utilization of FAR.
- K. Prior to execution of this Agreement, the Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Home, made inquiries thereon and is satisfied with respect (i) the title of the Promoters to develop the Project Lands, such title being clear and marketable, (ii) the approvals and permissions obtained till date, (iii) the nature of the rights which the Allottee would obtain to the Home and also the shared rights which he would obtain in the Common Amenities, and (v) the right of the Promoters to sell the Flat. The Allottee hereby undertakes not to hereafter raise any objection and/or make any requisition with respect to the title of the Promoters to the Project Lands / Project;
- L. The Allottee has prior to the date hereof examined a copy of the certificate of registration under the RERA Act and also caused the same to be examined by his advocates and planning and architectural consultants, and obtained their opinion thereon. The Allottee has also examined all documents and information uploaded by the Promoters on the website of the RERA Goa as required by the RERA Act and the RERA Rules and has understood the documents and information in all respects.

- M. 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 hereinafter appearing.
- N. The Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters the said Flat at or for the price more particularly described in the **Sixth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement.
- O. Under Section 13 of the RERA Act the Promoters are required to execute a written agreement for sale of the said Flat with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.
- P. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoters the said Flat.
- Q. This Agreement shall be subject to the provisions of the RERA Act, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- R. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE RECORD DECLARE AND CONFIRM AS UNDER:

1. INTERPRETATION

- 1.1 The aforesaid recitals and the schedules and annexures hereto shall form an integral and operative part of this Agreement. The terms defined in the recitals shall carry the same meaning and connotation in the operative part of this Agreement also.
- 1.2 All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- 1.3 Any reference to the singular shall include the plural and vice-versa;
- 1.4 Any references to the masculine, the feminine and/or the neuter shall include each other;
- 1.5 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 1.6 References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.7 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.8 References to a person (or to a word importing a person) shall be construed so as to include,

an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity) and such person's successors in title and assignor transferees permitted in accordance with the terms of this Agreement.

2. PURCHASE OF THE SAID FLAT AND SALE PRICE

The Allottee hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell to the Allottee the said Flat, more particularly described in the **Fifth Schedule** hereunder and as shown in the plan annexed hereto and marked **Annexure "1"**, on the Project Land, more particularly described in the **First Schedule**, for the sale price ("**Sale Price**") more particularly mentioned in the **Sixth Schedule** hereunder along with the right to use the Common Amenities and right to access the Service Facilities. The Sale Price is in respect of the said Flat, exclusive of apportioned sum towards maintenance and management charges of the Common Amenities and Service Facilities. It is also agreed between the Parties that the Sale Price includes the proportionate right, title and interests in Common Amenities with respect of the said Flat.

3. PAYMENTS

- 3.1 With respect to any payments to be made by the Allottee to the Promoters in terms of this Agreement, the Allottee agrees, declares and confirms that on a written demand being made by the Promoters on the Allottee with respect to a payment amount, the Allottee shall pay such amount to the Promoters within 15 (fifteen) days of the Promoters' said written demand, without any delay, demur or default.
- 3.2 For the purpose of this Agreement, **10** % of the Sale Price is earnest money and is referred to herein as the "**Earnest Money**".
- 3.3 The Allottee has paid before execution of this Agreement part-payment of the Sale Price of the said Flat as more particularly described in the **Sixth Schedule** hereunder written and hereby agrees to pay to the Promoters the balance amount of the Sale Price in the manner and payment installments more particularly mentioned in the **Seventh Schedule** hereunder written ("**Payment Plan**").
- 3.4 In addition to the Sale Price, it is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, service tax, value added tax and all other indirect and direct taxes, duties and impositions applicable levied by the central government and/or the state government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof. Any default in payment of GST or other tax or levy aforesaid shall invite the same consequence as default in payment of any of the installments of the Sale Price as provided in these presents. Without prejudice to the aforesaid, the Allottee shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Flat until the Allottee has in addition to the Sale Price paid the amount of GST or other tax or levy aforesaid.
- 3.5 In the event of delay and/or default on the part of the Allottee in making payment of any

GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoters under this Agreement or under applicable law, the Promoters shall be entitled to adjust against any subsequent amounts received from the Allottee, toward the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

- 3.6 The Allottee shall, if liable under the applicable provisions of Sec.194-IA of the Income-tax Act, 1961 deduct tax at source (“**TDS**”) from each installment of the Sale Price as required under the said Act. The Allottee shall cause the TDS Certificate to be issued in respect of the same in accordance with the provisions of the Income Tax Act, 1961 at the earliest, and in any event, not later than within the time prescribed therefore. Any default in payment of TDS (and facilitating credit therefore in favour of the Promoters) shall invite the same consequence as default in payment of any of the installments of the Sale Price as provided in these presents. Without prejudice to the aforesaid, the Allottee shall not be entitled to claim possession of the said Flat from the Promoters and the Promoters shall not be liable to hand over possession of the said Flat until the Allottee has furnished to the Promoters, TDS certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters. Further, without prejudice to the aforesaid, in the event of any loss of tax credit to the Promoters due to the Allottee’s failure to furnish such TDS certificate(s) from time to time, the Allottee shall be liable to make good such loss to the Promoters.
- 3.7 If the Allottee fails to make any payments on the stipulated date/ time/s as required under this Agreement, then, the Allottee shall pay to the Promoters interest at the interest rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) (such interest rate the “**Interest Rate**”) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the interest rate in terms of this Agreement.
- 3.8 Without prejudice to the right of the Promoters to charge interest at the interest rate in terms of this Agreement, and any other rights and remedies available to the Promoters, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee in accordance with Clause 12.3 (*Consequences of Default*).
- 3.9 The timely payment of all the amounts payable by the Allottee under this Agreement (including the Sale Price), is the essence of this Agreement. An intimation forwarded by the Promoters to the Allottee that a particular milestone of development has been achieved shall be sufficient proof thereof. The Promoters demonstrating dispatch of such intimation to the address of the Allottee including by e-mail, shall be conclusive proof of service of such intimation by the Promoters upon the Allottee, and non-receipt thereof by the Allottee shall not be a plea or an excuse for non-payment of any amount or amounts.

4. LOAN AND MORTGAGE

- 4.1 The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Flat by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such

mortgage/charge, in the event the Allottee has defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee under this Agreement.

- 4.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Flat, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Flat, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- 4.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement;

5. **DISCLOSURES BY THE ALLOTTEE**

The Allottee agrees represents, declares and covenants as under:

- 5.1 That the Allottee and its nominee shall strictly observe and abide by the terms and conditions of the Promoters, more particularly provided for in the **EIGHTH SCHEDULE** and agrees and undertakes not to commit any breach thereof;
- 5.2 That it shall be lawful for the Promoters to debar or prohibit entry of the Allottee or any person claiming through the Allottee into the said Project including the said Flat in case the Allottee or any other person claiming through him does not fulfill the terms and conditions set out in the **EIGHTH SCHEDULE**; and
- 5.3 That prior to the execution hereof the Allottee has perused the aforesaid, regulations, notifications, permissions, documents and has otherwise satisfied himself about the right, title and interest of the Promoters over the Project Lands and Project and is also aware of the fact that the Promoters have entered and are entering into separate agreements with several other persons and/or parties who are interested in acquiring the Flats in the Project in the Project Land.

6. **ALLOTTEE'S RIGHTS AND DUTIES**

6.1 **Right to Possession:**

- i. The Promoters shall endeavor to complete the development on the said Flat and obtain occupancy certificate from the concerned local authority for the said Flat by the date as more particularly mentioned in the **Sixth Schedule** hereunder written ("**Completion Date**"). Subject to the further extension of 1 (one) year however, that the Promoters shall be entitled to extension of time for giving delivery of the said Flat on the Completion Date, if the completion of the said Flat is delayed on account of any or all of the following factors, viz:
- a. Any force majeure event (including but not limited to, pandemics, lockdowns, strikes, natural disasters such as floods, earthquakes, cyclones and such other events that is in any way beyond the control of the Promoter etc.);
 - b. Any notice, order, rule, notification of the government and/or other public or competent authority/court;
 - c. Any stay order / injunction order issued by any court of law, competent

- authority, statutory authority;
 - d. Any other circumstances that may be deemed reasonable by the Real Estate Regulatory Authority; and
 - e. Due to spread of epidemics, pandemics or outbreak of communicable diseases or by way of quarantines or because of national or national emergency.
- ii. After 7 (seven) days of the obtainment of occupation certificate from the concerned competent authority, the Promoters shall give notice offering possession of the said Flat on a date specified therein to the Allottee in writing ("**Possession Notice**") in a bare shell condition with certain amenities, which amenities are more particularly described in the **Tenth Schedule**. It is clarified that the Promoters shall be liable to hand-over possession of the Flat to the Allottee only on receipt of all the installments of the Sale Price and all other amounts due and payable in terms of the **Seventh Schedule**.
- iii. Upon receiving the Possession Notice from the Promoters as per Clause 6.1(ii) above, the Allottee shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Flat to the Allottee. The Allottee shall be deemed to have taken possession of the said Flat on the 15th day from the date of the Possession Notice (such date, "**Deemed date of Possession**"). Irrespective of whether the Allottee takes or fails to take possession of the said Flat after issuance of the Possession Notice by the Promoters, the Allottee shall become liable to pay maintenance charges (to the extent payable) and all other charges with respect to the said Flat, as applicable from the Deemed Date of Possession.

6.2 Right in case of Non-Completion:

- i. If the Promoters fail to abide by the time schedule for completing and handing over possession of the said Flat to the Allottee on the Completion Date (save and except for the reasons as stated in Clause 6.1(i) above), then the Allottee shall be entitled to either of the following, viz:
 - a. Interest Rate:
Call upon the Promoters by giving a written notice by Courier/E-mail / Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay the Interest Rate for every month of delay from the Completion Date, on the Sale Price paid by the Allottee. The interest shall be paid by the Promoters to the Allottee till the date of offering to hand over of the possession of the said Flat by the Promoters to the Allottee; OR
 - b. Termination:
The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier/E-mail/Registered Post A.D. at the address provided by the Promoters ("**Allottee Termination Notice**"). On receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within 30 (thirty) days of receipt of the Allottee Termination Notice, the Promoters and the Allottee shall execute a deed of cancellation evidencing the cancellation and termination of this Agreement simultaneous to which the Promoter shall refund to the Allottee the amounts already received by the Promoters under this

Agreement with the Interest Rate to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and the Promoters shall be entitled to deal with and/or dispose off the said Flat in the manner it deems fit and proper.

6.3 **Right To Access Service Facilities and Right to Use Common Amenities**

On and after the date of possession or Deemed Date of Possession, whichever is earlier, of the said Flat, by the Allottee or its nominee, the Allottee or its nominee shall have the right but not the obligation, subject to payment of requisite fees / club membership charges, (i) to access the Service Facilities as provided for in the **Third Schedule**, and (ii) to use the Common Amenities as provided for in the **Fourth Schedule**, that will be available when developed by the Promoters, and more specifically elaborated in Clause 7 below. The usage of the Service Facilities will be governed by the Tripartite Services Agreement between the Allottee, Service Provider and the Promoters.

6.4 **Right to Notice of Defect**

If within a period of 1 (one) year from the date of possession or Deemed Date of Possession, whichever is earlier, the Allottee brings to the notice of the Promoters any structural defect in the said Flat or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect (at actuals) in the manner as provided under the RERA Act. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee or acts of third party(ies) or on account of any force majeure events including on account of any repairs /re-decoration/any other work undertaken by the Allottee in the said Flat.

6.5 **Maintenance Charges**

Within 15 (fifteen) days from the date of possession of the said Flat or deemed date of possession of the said Flat, whichever is earlier, the Allottee shall be liable to bear and pay his proportionate share i.e. in proportion to the area of the said Flat, of outgoings in respect of the said Flat, and all other expenses necessary and incidental to the management and maintenance of the said Flat, Service Facilities and Common Amenities, as may be applicable. It is further clarified and agreed that the Allottee shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee has taken possession of the said Flat. For the purposes of this clause, the expression "Promoters" shall include its nominee/s.

6.6 **Miscellaneous Charges**

The Allottee shall, before delivery of possession of the said Flat in accordance with this Clause 6, deposit such amounts as mentioned in the **Ninth Schedule** hereunder written with the Promoters. The amounts as more particularly mentioned in the **Ninth Schedule** hereunder written are not refundable and can be appropriated by the Promoters and no accounts or statement will be required to be given by the Promoters to the Allottee in respect of the above amounts deposited by the Allottee with the Promoters. The Allottee shall make payments of such amounts as more particularly mentioned in the **Ninth**

Schedule hereunder to the bank account of the Promoters, as detailed in the **Sixth Schedule** hereunder written. For the purposes of this clause, the expression “Promoters” includes its nominee/s.

7. SERVICE FACILITIES AND COMMON AMENITIES

7.1 The Allottee shall be entitled to, (i) access the Service Facilities **subject to payment of the requisite user fees / membership charges to the service provider / operator**, which Service Facilities are listed in the **Third Schedule** hereunder, and (ii) use the Common Amenities, which common amenities are listed in the **Fourth Schedule** hereunder, in common and shared capacity with the other allottee/s and users of the Flats in the Project including with the Promoters and its contractors, workmen, agents, employees, personnel and consultants.

7.2 Service Facilities:

- i. Service Facilities shall mean and include those facilities (including the buildings in which the Service Facilities are provided) as provided for in the **Third Schedule** and which are constructed and owned by the Promoters. Services with respect to the said Service Facilities shall be provided by a service provider, to be appointed in accordance with clause 8 below. For abundant caution it is hereby clarified and agreed to by the Parties herein that the buildings and infrastructure (including all the amenities provided in such buildings and infrastructure) in which the services with respect to the Service Facilities are provided, shall continue to be in exclusive ownership and control of the Promoters and shall not be, transferred or conveyed, in any form or manner, in favour of the Allottee or any society that may be formed pursuant to this Agreement or any other agreement. The Promoters at their sole discretion may transfer the ownership / rights in the said Service Facilities building to any service provider / any other person, without disrupting the usage rights of the service facilities of the eligible allottees.
- ii. Parties hereby agree and understand that with regard to the utilization of the Service Facilities as provided for in the **Third Schedule**, the Allottee shall have the right to access such Service Facilities subject to the terms and conditions of this Agreement and in the below-mentioned Tripartite Agreement. If the Allottee opts to access such Service Facilities, then in such case the Allottee agrees and undertakes to enter into a tripartite service agreement with, the Promoters, and a services provider (to be appointed pursuant to clause 8 below) (such agreement, “**Tripartite Agreement**”). Only upon entering into such Tripartite Agreement and abiding by the terms of such agreement, would the Allottee be entitled to use the Service Facilities. The Promoters reserve the right to change, amend, modify, impose additional conditions etc., in such Tripartite Agreement at the time of its final execution.
- iii. Allottee shall also be required to pay a one-time membership fee of INR <<>> with respect to the availing the Service Facilities provided on the Project which membership charges shall be paid in favour of the service provider prior to the Allottee taking possession of the said Flat in terms of this Agreement. It is clarified that certain Service Facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee as and when demanded by the Promoters / service provider along with applicable taxes thereon; and
- iv. It is further clarified that the Service Facilities will also be open to visitors and public from outside of the said Project. Preferential treatment shall be granted to the

allottees of flats in the said Project over other visitors and public from outside of the said Project.

- v. It is further clarified that such right to access the Service Facilities shall be subject to observance of such terms and conditions as may be determined in accordance with clause 8(ii) and 8(iii) below.

7.3 Common Amenities

- i. Common Amenities shall mean those amenities as provided for in **Fourth Schedule** for which there would be no access fee / entry fee, except for cost of maintenance, repair, replacement, upgradation (wherever applicable). Further, it is expressly agreed that the charges payable by the Allottee for the usage of Common Amenities, in accordance with clause 6.5 above and which charges are provided for in Clause 9.5 below, would be calculated on pro-rata basis with respect to the area of the said Flat;
- ii. The Common Amenities on the Project Lands shall be an integral part of the layout of the Project, and neither the Allottee nor any person or entity on the Allottee's behalf or claiming through the Allottee shall, at any time claim any exclusive rights with respect to the Common Amenities; and
- iii. The Allottee undertakes to not raise any objection to or interfere with the use of the Common Amenities by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.4 The rights and entitlements of the Allottee under this Agreement are restricted to the right and entitlement to receive the said Flat, subject to the terms and conditions of this Agreement.

8. APPOINTMENT OF SERVICES PROVIDER

8.1 Promoters shall nominate an independent agency as a service provider for:

- i. providing, maintaining, managing and operating the Service Facilities, as provided for in the Third Schedule (such service provider, "**Services Provider**"); and
- ii. maintenance and management of the Common Amenities, as provided for in the Fourth Schedule.

8.2 The maintenance, management and operation of the Service Facilities and the management and maintenance of the Common Amenities in the Project shall be provided and be made available in accordance with the terms and conditions of the above-mentioned Tripartite Agreement, which agreement shall form an integral part of this Agreement. The Allottee undertakes and agrees to abide by the terms and conditions of the Tripartite Service Agreement and pay all charges and fees that may be payable under such agreement.

9. FORMATION OF CO- OPERATIVE SOCIETY

9.1 The Allottee acknowledges and confirms that within 3 (three) months from the date of receipt of the last occupancy certificate with respect to the Flat in the Project, the Allottee along with the other allottees shall join together in forming a co-operative housing

maintenance society or such other body or entity (hereinafter referred to as the “**Entity**”), in accordance with and under the provisions of the Goa Co-operative Societies Act, 2001 and the Rules made there under, read with RERA Act and the RERA Rules.

9.2 Such Entity shall be responsible for:

- i. the administration and regulation, of the said Common Amenities and the flat in the said Project;
- ii. ensuring observance all the rules and regulations which the Entity may adopt at its inception and any additions, alterations and amendments thereof that may be made from time to time; and
- iii. observance and performance of the rules, regulations and bye-laws for the time being of any concerned local authority and of any government or other public body.

9.3 For the purpose of formation of the Entity, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Entity and for becoming a member thereof, including the bye-laws of the Entity. Promoters shall extend such co-operation and assistance to the Allottee and other allottees / purchasers as may be reasonably necessary to facilitate the formation and registration of the Entity. No objection shall be taken by the Allottee if any changes or modifications are made in the draft / final bye-laws of the Entity, as may be required by the registrar of cooperative societies or any other competent authority.

9.4 Promoters shall for no separate or additional consideration, but at the costs of the Entity, transfer and convey to the Entity, as the nominee of all plot-holders in the Project, the Common Amenities of the Project, together with the amenities and facilities provided therein. It is expressly stated and agreed by the Parties herein that the Service Facilities (owned by the Promoters) shall not be transferred or conveyed to the Entity, and the same shall continue to be exclusively owned by the Promoters

9.5 The Parties hereto agree that until the, (i) construction and development of all the units in the Project, (ii) the sale and conveyance thereof , (iii) Promoters have received the full amounts due and receivable by them, and (iv) until the transfer and vesting of the Common Amenities to and in the Entity referred to hereinabove, the authority of the Allottee and other acquirers of the units / Flats in the Project shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the Project and the amenities and services provided therein.

9.6 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Entity in respect of the Project and the transfer and conveyance of the Common Amenities in respect of the Project, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates and solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by such Entity and its members/intended members including the Allottee, and the Promoters shall not be liable to bear or pay any part thereof.

10. TRANSFER OF THE SAID FLAT

The Allottee shall not, transfer, assign, sell, lease, or part with the benefit factor of this Agreement or dispose of or alienate otherwise howsoever, the said Flat and/or its rights,

entitlements and obligations under this Agreement until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid and without the prior written permission of the Promoters.

11. COVENANTS OF THE ALLOTTEE

The Allottee with intention to bind all persons into whose hands the said Flat may hereafter come, for the purpose *inter-alia* of maintaining the value of the Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected hereby covenants with the Promoters as under, viz:

- 11.1 not to use the said Flat for any purpose other than other than for which the said Flat is being acquired by them that is for residential use except with the prior written permission of the Promoters;
- 11.2 not to do or suffer to be done anything in or to the said Flat, the Flat, the Project, the Common Amenities, or Service Facilities which may be against the rules, regulations or bye-laws of the concerned authorities;
- 11.3 not to erect on the said Flat any construction / interior civil works, except after obtaining the prior sanction and permission of the concerned competent authority/ies and in accordance therewith, and to thereafter not at any time change/alter or make addition/s thereto or to the sanctioned and permitted user thereof except in accordance with the applicable regulations and after obtaining the prior permissions as may be required in that behalf;
- 11.4 to maintain the said Flat (including sewers, drains, pipes) and appurtenances thereto at the Allottee's own cost in good repair and condition,
- 11.5 not to bring in or permit to be stored any goods in the said Flat which are hazardous or combustible or of dangerous nature or for carrying on any activity which may cause nuisance or annoyance to other allottee's of the Flat in the Project;
- 11.6 not to obstruct, impede, hinder, interfere with or object to the Promoters or its affiliates completing the Project, in accordance with applicable law, whether prior to or subsequent to the Allottee taking possession of the said Flat;
- 11.7 to comply with the stipulations and conditions laid down by the Promoters/its designated site representative, the Service Provider, the Entity with respect to all matters concerning the use and occupation of the said Flat, use of the Service Facilities and use of the Common Amenities;
- 11.8 to maintain the aesthetics of the flat in the Project and to not do anything which may disrupt the quiet and peaceful enjoyment by all the allottee/s/occupants of the Amanha Flats in the Project, respectively belonging to them;
- 11.9 not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into any part of the common open areas of the Project Lands;
- 11.10 not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants in to the surface or other drains or the common open areas of the Project Lands;

- 11.11 not to do or permit or suffer any person to do anything which may or is likely to endanger or cause any damage to the gardens, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities on the Project Lands;
- 11.12 not to permit or cause any damage to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the common open areas of the Project Lands;
- 11.13 not to violate and to abide by all rules and regulations framed by the Promoters or by the Service Provider or any Entity for the maintenance and upkeep of the Common Amenities, and Service Facilities on the Project Lands, and in connection with any interior / civil works that the Allottee may carry out within the said Flat and to generally comply with all rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies;
- 11.14 to pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges, or other outgoings in accordance with the terms of this Agreement;
- 11.15 not to object or cause any impediment to the right and authority of the Promoters and its workmen, staff, employees, representatives and agents to enter upon the Project for the purpose of repair and maintenance of any common service, utility or facility;
- 11.16 not to object or cause any impediment to the right and authority of the Promoters and its workmen, staff, employees, representatives and agents to put up/ erect any hoardings/ mobile towers/ neon light hoardings or signages or any other signage on the overhead terraces of the buildings and at any other location on the said Project Lands and the Promoters shall be entitled to grant the right to put up such hoardings/ signages / mobile towers to any person or party on such terms and conditions and for such remuneration as the Promoters deem fit and proper.
- 11.17 not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any of the article, item or thing of whatsoever nature, movable or otherwise, including any planters or other ornamental objects on any portion of the common open areas of the Project Lands;
- 11.18 to rectify and make good any breach or default to any of the covenants contained in this clause 9, without prejudice to any rights and remedies available to the Promoters, at its sole cost expense and risk, it being understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause 7 by the Allottee is of the essence of this Agreement; and
- 11.19 the Allottee agrees and covenants that the designated Common Amenities and Service Facilities provided on the Project Lands shall be common to all the allottees, users and occupants, initially on the Project Lands and the Allottee shall not, by himself or with any group of allottees, claim any sole right(s) with respect to the same. The Allottee further agrees and covenants that the Allottee shall not, by himself or with any group of allottees prevent access to the allottees or occupants of the Home to the Common Amenities.
- 11.20 not to claim save and except in respect of the said Flat hereby agreed to be acquired and detailed and explained in the **Fifth Schedule** hereunder given, it being agreed and accepted that all the Service Facilities (including the building, infrastructure and amenities provided therein) shall remain the exclusive property of the Promoters.

11.21 not to claim save and except in respect of the said Flat hereby agreed to be acquired and detailed and explained in the **Fifth Schedule** hereunder given, it being agreed and accepted that any part of the said Project Lands that has been granted exclusively to one or more of the allottees of flats, and which forms part of such flat, to be used as a garden or sit-out or for any other permissible use, shall be the sole and exclusive property of such allottees of flats and all the other allottees shall not in any manner impede the exclusive user by the concerned allottee.

12. EVENT OF DEFAULT

12.1 If one or more of the events or circumstances set out in Clause 12.2 ("**Event of Default**") shall have happened, then the Promoters shall call upon the Allottee by way of a written notice to rectify the same within a period of 15 (fifteen) days from the date thereof ("**Cure Period**"). If the Allottee fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("**Default**").

12.2 Subject to clause 12.1 above, the following events shall be construed as an Event of Default:

- i. If the Allottee delays or commits default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise;
- ii. If the Allottee fails to take possession of the said Flat in terms of clause 6.1 above;
- iii. If the Allottee commits breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him in this Agreement (including in clause 11 (*Covenants of the Allottee*) above) and/or any other writings and/or the terms and conditions of layout, approvals, sanctions, permissions and/or undertakings;
- iv. If the Allottee has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- v. If a receiver and/ or a liquidator and/or an official assignee or any person is appointed for the Allottee or in respect of all or any of the assets and/or properties of the Allottee; and/or
- vi. If the Allottee is convicted of the offence of money laundering or any type of illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them.

12.3 CONSEQUENCES OF EVENT OF DEFAULT

- i. On the occurrence of an Event of Default, the Promoters shall, without prejudice to any and all other rights and remedies available to it under law, shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fail(s) to rectify the breach or breaches mentioned by the Promoters within the Cure Period, including making full and final payment of any outstanding dues,

then at the end of the Cure Period, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoters Termination Notice**").

- ii. On the receipt by the Allottee of the Promoters Termination Notice, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Flat and within 60 (sixty) days of execution of sale deed and receipt of consideration upon resale of the said Flat, i.e. upon the Promoters subsequently selling and transferring the said Flat to another allottee and receipt of the sale price thereon, the Promoters shall after, (x) deducting the Earnest Money, and (y) deducting interest on any overdue payments, brokerage, and exclusive of any indirect taxes, stamp duty and registration charges, refund to the Allottee the balance amount, if any of the paid-up Sale Price. Further, upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/ or the said Flat and the Promoters shall be entitled to deal with and/or dispose off the said Flat in the manner it deems fit and proper.

13. CONVEYANCE OF SAID FLAT TO THE ALLOTTEE

The Promoters shall, subject to clause 6.1 above, after the development of the said Flat is complete in all respects, apply for from the village panchayat the certificate of occupancy in respect thereof. Subject to receipt of all amounts due and payable by the Allottee with respect to the said Flat, the Promoter shall execute (at Allottee's cost) in Allottee's favour a conveyance of the said Flat, agreed to be acquired by Allottee, by transferring and conveying the said Flat along with a proportionate right, title and interests in Common Amenities with respect of the said Flat, to the Allottee. The stamp duty and registration charges payable on the on the conveyance deed with respect to the said Flat shall be borne by the Allottee.

14. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represents and warrants to the Promoters that:

- i. He is not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- ii. He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case maybe;
- iii. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his/its assets and/or properties;
- iv. None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- v. No notice is received from (or proceedings initiated by) the government of India (either central, state or local) and/or from any other government abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

- vi. No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- vii. He has not compounded payment with his creditors;
- viii. He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- ix. He is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Project and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments; and
- x. He has not indulged into any activity or offence relating money laundering. The representations and warranties stated in this clause 13 are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, and subject to what is stated in the title certificate, viz:

- 15.1 The Promoters have clear and marketable title and have the requisite rights to carry out development upon the Project Lands and also have actual, physical and legal possession of the Project Lands for the implementation of the Project;
- 15.2 The Promoters have 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;
- 15.3 All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;
- 15.4 The Promoters have the right to enter into this Agreement and have 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;
- 15.5 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- 15.6 The Promoters have 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 Project to the competent Authorities till possession is offered to the Allottee in accordance with clause 6.1 above; and

- 15.7 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 Land) has been received or served upon the Promoters in respect of the Project Lands and/or the Project except those disclosed to the Allottee.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the said Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project “**PRESCON AMANHA PHASE III**” in particular. That the Allottee hereby undertakes that he/she shall comply with time to time after he/she has taken over possession of the said Flat, all the requirements, requisitions, and demands which are required by any competent Authority in respect of the Flat/at his/her own cost.

17. INDEMNITY

The Allottee shall indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his obligations under this Agreement.

18. NOTICE

- 18.1 All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified Email ID at their respective addresses as specified in the **Sixth Schedule** hereunder written.

- 18.2 It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

19. COSTS AND EXPENSES

The Allottees shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Flat and on this Agreement and on the transaction contemplated herein.

20. ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person. Any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc., provided to the Allottee or made available for the Allottee’s viewing are merely an artist’s impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottees shall not be entitled to make any claim upon the Promoters with respect to any

item/component/facet that is not specifically agreed to be provided by the Promoters to the Allottee under this Agreement. This Agreement shall form the only binding agreement between the Parties subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Flat between the Parties.

20.2 The Allottee is aware and agrees that this Agreement contains all the terms and conditions for allotment of the said Flat in favour of the Allottee.

20.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or the Project or any part thereof.

21. PROMOTERS ENTITLED TO MORTGAGE OR CREATE ACHARGE

Promoters execute shall be entitled to mortgage or create a charge on the Project and the Allottee shall provide such consents, documents or information as may be required by the Promoter to secure a mortgage with respect to the Project. It is further understood that if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat.

22. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or a rising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

23. SEVERABILITY

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with another allottee in the Project, the same shall be in proportion to the area of the said Flat to the total area of all the other Amanha Flats in the Project.

25. 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.

26. PLACE OF EXECUTION

- 26.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in Goa, after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. This Agreement shall be deemed to have been executed at Panaji Tiswadi, Goa, India.
- 26.2 The Allottee and/or Promoters shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

27. JOINT ALLOTTEES:

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

28. DISPUTE RESOLUTION:

- 28.1 In the event of a dispute, claim, controversy or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination or any dispute regarding any non-contractual obligations arising out of or in connection with it ("**Dispute**"), the relevant Parties ("**Disputing Parties**") shall attempt in the first instance to resolve such dispute through good faith consultations between the Disputing Parties.
- 28.2 If the Dispute is not resolved through such consultations within 30 (thirty) business days of written notice of such Dispute having been provided by either of the Disputing Parties (or such longer period as the Disputing Parties may agree to in writing) then the Disputing Parties may, by notice in writing to the other Disputing Party, refer the Dispute to an arbitrator to be appointed by the Promoters, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Goa. The decision of the arbitrator shall be final and binding.
- 28.3 All costs of arbitration shall be borne by the Parties equally.

29. GOVERNING LAW:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Goa, and the Courts of Law in Goa will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

30. RIGHT TO AMEND:

Any amendment to this Agreement may only valid by a written agreement between the Parties.

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/SUBSEQUENT ALLOTTEE

31.1 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 said Home in case of transfer of the said Home, as the said obligations go along with the said Home for all intents and purposes.

31.2 The possession of the said Flat has not been handed over to the Allottee/Purchaser on the day of signing this Agreement.

31.3 The fair present market value of the said Flat is Rs. <<>> and as such stamp duty of Rs. <<>> is affixed here to which is borne by the Allottee.

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THE FIRST SCHEDULE ABOVE REFERRED TO:***(Being description of the Project Lands)***

ALL THAT the land bearing Survey No.8/1-D1 admeasuring 30,570 sq. mtrs. situated at Village Azossim within the jurisdiction of Azossim-Neura Village Panchayat <<>>:

On or towards North: <<>>

On or towards East: <<>>

On or towards South: <<>>

On or towards West: <<>>

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THE SECOND SCHEDULE ABOVE REFERRED TO:

(Being description of 240 units and 5 (five) buildings (such units and buildings “A-1, A-2, B-1, A-3 & A-4”))

- (i) 240 units and 5 (five) buildings (such units and buildings “A-1, A-2, B-1, A-3 & A-4”)
- (ii) Club and Facilities building named “Clubhouse & Swimming Pool”, and Staff Dormitories in A-1 & A-2 buildings,

common amenities forming a part of or built on the said Project Land

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THE THIRD SCHEDULE ABOVE REFERRED TO:**(Being description of the Service Facilities provided by the Service Provider/Operator)**

1. Food and catering services;
2. Cafeteria and Bar Services
3. Entertainment and event management services;
4. Medical / Healthcare and emergency response services;
5. Concierge Service
6. Housekeeping service;
7. Services for electrical and plumbing as well as flat maintenance;
8. Convenience / Departmental Store;
9. Co-working space / Business centre.
10. Salon
11. Multi-purpose hall for banqueting facility / indoor games.
12. Reading lounge
13. Audio-visual room / mini-theatre
14. Gymnasium
15. Swimming Pool with changing rooms, Steam & Sauna, toilet facilities.
16. Library / Reading Lounge
17. Cards/hobby room
18. Billiards, Table-tennis and other indoor games room.
19. Guest rooms.

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(Being description of the Common Amenities)**

1. The common gardens and open areas of the project including outdoor sports facilities, outdoor gym and landscape features in the project;
2. The staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of all the buildings in the Project except the Service Facilities building;
3. The common basements, terraces, parks, play areas, open parking areas and common storage spaces in the all buildings in the Project except the Service Facilities building;
4. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy in the Project and Project Lands;
5. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, in the Project; and
6. All other portions and services necessary, incidental or convenient for the management, and maintenance, of the Project except the Service Facilities building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**(Being description of the Flat forming the subject matter of this Agreement)**

All that flat premises bearing flat no. <<>>, admeasuring ____ sq. mtrs. carpet area (as defined under RERA) and <<>> sq. mtrs of Sale built-up area <<>> (including incidence of staircase, lifts, common passages, lifts, balconies etc) in Wing No. <<>>, and situated on the <<>> floor in <<>> building in the project known as IKIGAI Senior Living at Azossim-Neura Village, and marked by hatched lines on the plan annexed hereto and marked **Annexure 1**.

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THE SIXTH SCHEDULE ABOVE REFERRED TO:

Sr. No.	Terms and Expressions	Meaning
1.	Said Flat	Flat no. <<>>, admeasuring_____ sq. mtrs. carpet area (as defined under RERA) and <<>> sq. mtrs of Sale built-up area <<>> (including incidence of staircase, lifts, common passages, lifts, balconies etc) in Wing No. <<>>, and situated on the <<>> floor in <<>> building in the project known as IKIGAI Senior Living at Azosim-Neura Village.
2.	Carpet Area (as per RERA) of the Flat	<<>> sq.mtrs.
3.	Sale Price	Rs. <<>> (Rupees <<>> Only)
4.	Part Payment towards the Sale Price paid prior hereto.	<<>>
5.	Bank Account Number of the Promoters	
6.	Contact Details	Promoters' email address: goa.sales@prescon.in Promoters' phone number: Allottee's email address: <<>> Allottee's phone number: <<>>
7.	PAN	Promoters' PAN: ***** Allottee's PAN: <<>>
8.	Completion Date	<<>>

THE SEVENTH SCHEDULE ABOVE REFERRED TO:**(Being description of the Payment Plan by the Allottee)**

Sr. No.	Particulars	Amount
1.	Booking amount:	Rs.
2.	Upon execution of agreement:	Rs.
3.	On or before execution of deed of sale/possession:	Rs.

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THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(Being the terms and conditions for occupying the said Flat)

The Allottee shall be bound by the following terms and conditions:

1. Irrespective of the age of the Allottee, any and all occupiers of the said Flat in the Amanha Flats in the Project, shall be at least 55 years of age as evidenced by the birth certificate of such occupiers;
2. The children/grand – children or other relatives or friends below the age of 55 years may stay with the Allottee or his spouse or the tenant or the licensee, as the case may be, for short duration limited upto the period of not more than sixty days in a year..
3. In the event the Allottee decides to assign, sell, transfer or in any other manner part with the said Flat in favor of any other third party, the Allottee shall ensure and cause to ensure that such other third party shall abide by these terms and conditions, as mentioned above. Failure to abide by these terms and conditions shall render such assignment, sale, or transfer, null and void.

THE NINTH SCHEDULE ABOVE REFERRED TO:**(Being other charges for the said Flat)**

Sr. No.	Particulars	Amount	
	Legal Charges and Charges for formation & Incorporation of Co-op Housing Society (@600/- per sq. mtr.)	45,000	61,200
	Infra Development & Water, Electricity Distribution Network & Connection Charges (@2000/- per sq. mtr.)	1,50,000	2,04,000

THE TENTH SCHEDULE ABOVE REFERRED TO:**(Being description of the amenities to be provided in the said Flat)**

The details/ list of items provided with the said House are described below. Save and except what is provided herein, no other works of any nature and no other items/fixtures/movables will be provided with the said Flat. The Purchaser/s accept/s and understand/s that the items listed herein are subject to market availability.

Construction:

- Earthquake resistant construction with anti termite treatment

Flooring

- Branded vitrified tiles

Wall and Ceiling

- Gypsum plaster on walls; Lustre paint for walls

Windows

- Premium aluminum windows

Doors

- Laminated Flush door with SS fittings

Kitchen

- Granite kitchen counter with SS sink; Exhausts;
- Modular Kitchen cabinets below the kitchen platform.
- Hob, Chimney, microwave oven, refrigerator.

Bathroom and Toilets

- Concealed plumbing with CP/ Sanitary fittings of premium brand.
- Branded designer tiles and dado.
- Exhaust fan
- Geyser
- Grab bars and Hand rails at all required places.

Electrical

- Concealed copper wiring in the entire flat with ELCB and MCB switches in the main board.
- Adequate lights, fans and TV. Provision for cable TV and fibre internet.

Entrance Lobby/Lifts

- Designer entrance lobby, Modern Automatic lifts of reputed make for the building.

External Finish

- Entire Building painted with weather proof external grade paint

Safety & Security

- Intercom facility, Visitor management system, Emergency response system.

OPTIONAL = LIMITED PERIOD SPECIAL OFFER (NOT PART OF STANDARD OFFERING/AMENITIES)**Air-conditioning**

- Split Air Conditioners in all bedroom and living/dining areas.

Furniture List:

- Cupboards in all bedrooms.
- Study table and Chair in master bedroom.
- TV unit in bedrooms and Living room.
- Bed with headboard in all bedrooms.

- Side tables on bedsides
- Dining table (four seater) with chairs.
- Sofa set (two seater-1 and single seater-2)
- Centre table-1 and Side tables-2.
- Console Table in living room.
- Two Outdoor chairs and centre table in Balcony.
- Shoe Cabinet.

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SIGNED and DELIVERED by the Within named PROMOTERS For PRESCON HOMES PVT.LTD

**MR VINAY KEDIA
DESIGNATED PARTNER**

LHFI

RHFI

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**SIGNED and DELIVERED by the
Withinnamed ALLOTTEE**

MR.

LHFI

RHFI

DRAFT

IN THE PRESENCE OF

**1. NAME
ADDRESS
MOBILE NO
AADHAR CARD NO
SIGNATURES**

**2. NAME
ADDRESS
MOBILE NO
AADHAR CARD NO
SIGNATURE**