

AGREEMENT FOR CONSTRUCTION CUM SALE

This Agreement for Construction cum Sale is made at Panaji Tiswadi, Goa, on this _____ day of _____

BETWEEN

1. **DR. RAM MANOHAR LOHIA CO-OP. HOUSING SOCIETY LTD**, registered under no. ARCS/CZ/HSG/741/7(a)/Goa, in the office of the Asstt. Registrar of Co-op. Societies, Central Zone, at Panaji, having its office at Ella, Old-Goa, holding Pan Card bearing No. _____ represented by its Chairman Shri. Narayan Das Agrawal, son of late Shri. Vrindavan Das Agrawal, 62 years, married, Indian National, retired, holding Pan No. ABTPA3951C, resident of House No. 469/1, DoxierWado, Assagaon, Mapusa, Goa, and its Secretary Mr. Aniveshak Mohan Aggarwal, son of Mr. Arjun Dev Aggarwal, 45 years, married, Indian National, in business, holding Pan No. AEUPA1940B, resident of NIKUNJ, Kurtarkar Nagri, Shantinagar, Ponda, Goa, vide Resolution dated passed by the Board members of the Society, hereinafter referred to as **"THE OWNER /DEVELOPER "**, (which expression shall unless repugnant to the context or meaning thereof include its authorised agents, members, successors, and legal representatives and assigns) as party of the **FIRST PART**;

AND

2. MR/MRS. _____, son/daughter of _____, residing at _____, holding PAN no. _____, Aadhar No. _____ hereinafter called the **ALLOTTEE** (which expression shall mean and include its heirs, successors, representatives, and assigns) OF THE **SECOND PART**.

WHEREAS there exists a plot of land admeasuring 97575m² bearing survey no. 130/1-A, identified as **BRAMAPUR**, situated at Ella, within the limits of Village Panchayat Se Old Goa, Taluka Tiswadi and Registration Sub District of Ilhas, District North Goa in the State of Goa, hereinafter referred to as the **SAID PROPERTY**.

WHEREAS on 5-11-1894 the said whole property described under no.6152 stands inscribed in favour of Ramchandra VencTexa Sinai Dumotcar under no.3361 at folio 79(R) of Book-G-9 in the office of Land Registrar Ilhas.

WHEREAS on 15-10-1920 the said property described under no.6153 stands inscribed under no.11400 at folio 165 of Book F-19 in favour of Vinaeca Ramchandra Sinai Dumotcar in the office of Land Registrar Ilhas.

WHEREAS by order of Homologation in the Inventory Proceedings no.60/1993 conducted in the court of the Civil Judge Senior Division at Panaji on the demise of the abovenamed Ramchandra Venctexa Sinai Dumotcar who died on 7-5-1901 and his widow Indirabai having died subsequently on 31-12-1941 and his son Vinayak who died on 7-2-1969 the following were declared to be the Legal heirs of the deceased:-

- (i) Laxmibai, widow and moiety holder of Vinayak Dhumatker.
- (ii) Shivanand alias Suhas Vinayak Dhumatker with his wife Supriya.
- (iii) (a)-Snehalata, widow of Suresh Vinayak Dhumatker
 - (b)- Abhida Suresh Dhumatker
 - (c)- Samida Suresh Dhumatker
- (iv) Mangalesh Vinayak Dhumatker
- (v) Ujwala daughter of Vinayak Dhumatker with her husband Vijay Pakti.
- (vi) Ganesh Vinayak Dhumatker with his wife Kalpita.
- (vii) Legal heirs of Laxmibai alias Durgabai, daughter of Vinayak Dhumatker and wife of Vaikunth Kamat.
 - (a) Ramnath Vaikunth Kamat.
 - (b) Vasant Vaikunth Kamat.
 - (c) Sushila and her husband Madhav Kamat.
 - (d) Sunanda and her husband Sripad Sanzigiri.
 - (e) Raghuvir Vaikunth Kamat.
 - (f) Ramesh Vaikunth Kamat having died on 29-1-1993 being survived by his widow Seema and his daughter Shilpa R.Kamat.

Whereas the Government has acquired an area admeasuring 1925 m2 of land for road widening after due notification under section 4 of Land Acquisition Act, 1874.

WHEREAS by a Deed of Sale dated 22-2-1995, the abovenamed co-owners of the said property sold the said property admeasuring 97575 m2 (excluding the road widening area) to Shri. Pascoal Trindade, which Deed is registered under no.1099 of Book I Vol.427 in the office of Sub Registrar Ilhas.

WHEREAS on 1-8-1997 Dy. Collector, Panaji issued Sanad for conversion of the said land.

WHEREAS on 01-01-1999 Pascoal Trindade with his wife Albertina Trindade executed an Agreement with M/s Pastina Developers for development of the said whole property on terms and conditions stipulated therein.

WHEREAS on 16-10-2002 Village Panchayat Se-Old-Goa issued Final Development Certificate under no. VP/SOG/599/15/ 2002-03 for the said plot.

Whereas on 25-06-2015 a Memorandum of Understanding for sale of plot CS-1 admeasuring 2431.50 m2 alongwith the right to use all approvals from the appropriate authorities was entered into by the Owner/Developer herein, and Mr. Pascoal Trindade, his wife Albertina Trindade, Shri. Prakash Jalan and Pastina Developers.

AND WHEREAS vide Deed of Sale, 24th September 2015, duly registered before the sub registrar of Ilhas, at Book 1 document, Registration No. PNJ-BK1-02471-2015 having CD No. PNJD43 on 28/09/2015 Mr. Pascoal Trindade alongwith his wife sold the SAID PLOT to the Owner / Developer herein.

WHEREAS on 02-11-2012 the Town Planner issued Technical Clearance order under no.TIS/959/ELLA/ TCP/12/1491 for construction of Commercial building in plot CS-1 in Sy.no.130/1-A of Ella, Old Goa, and thereafter a revised Technical clearance order was issued by Town and Country Planning Department, Patto, Panaji, Goa dated 30/12/2016, for construction of Commercial shops and guest house in the said plot.

AND WHEREAS the Owner/Developer has purchased the said plot along with all approvals and construction licence in the name of the Mr. Pascoal Trindade from Office

of Village Panchayat Old Goa Tiswadi, having Ref. No. VP/SOG/80/2013-14 dated 09/04/2013 for construction of Commercial building in survey no. 130/1-A of Plot CS-1, and thereafter a renewal of the same was done on 28/04/2016 vide reference no. VP/SOG/TIS/2015-2016/133.

And whereas the Owner/Developer is developing a residential cum commercial scheme **“DR. RAM MANOHAR LOHIA BHAVAN”** and obtained approval the said residential cum commercial building, consisting of 16 shops, 32 studio apartments, 1 food court and 1 community hall.

AND WHEREAS, the Owner/Developer has appointed an Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects, and whereas the Owner/Developer has registered the Project under the Provision of the RERA and Rules framed thereunder the Act with the RERA Authority at _____ under no. _____. Authentic Copy is attached in Annexure.

AND WHEREAS, the Owner/Developer has appointed a Structural Engineer for the preparation of the structural design and drawing of the Building and the Owner/Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

AND WHEREAS, the authenticated copies of certificate of title issued by the legal practitioner of the Owner/Developer, or any other relevant Revenue Record showing the nature of the title of the Owner/Developer to the Project land on which the building is constructed have been annexed hereto.

AND WHEREAS, the authenticated copies of the Plan of the layout as approved by the concerned competent Authority have been Annexed.

AND WHEREAS, the authenticated copies of the plan of layout as proposed by the Owner/Developer and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been Annexed hereto.

AND WHEREAS, the authenticated copies of the plan and specification of the said studio Apartment /Shop agreed to be purchased by the Allottee, as sanctioned and approved by the Competent Authority have been Annexed hereto.

The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres. The apartment shall also have an exclusive carpet area of balcony of sq. metres with an exclusive terrace area sq. metres, if any on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the the proportionate incidence of the 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.

And whereas the Owner/Developer has agreed to allot the said Studio Apartment /Shop /unit to the Allottee for a consideration of Rs._____/ - (Rupees _____ Only) which consideration includes the cost of corresponding undivided share in the land proportionate to the said Studio Apartment /Shop and subject to the terms and conditions hereafter appearing.

AND WHEREAS, prior to execution of these Agreement, the Allottee has paid to the Owner/Developer a sum of _____ being an advance payment or Application Fees as provided in Sec. 13 of the said Act (the payment and receipt whereof the Owner/Developer hereby admit and acknowledge) and the Allottee has agreed to pay to the Owner/Developer the balance of consideration in the manner hereinafter appearing.

And whereas the Allottee has agreed to pay the above said sum of Rs. _____/- (Rupees _____ Only) alongwith GST and other incidental amounts in the manner stipulated and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSETH AS UNDER:

1. PREMISES:

- (a) The Owner/Developer hereby Agree to observe, perform and comply with all the terms, condition, stipulation and restriction if any, which may have been imposed by the concerned competent Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Studio Apartment /Shop/ unit to the Allottee, obtain from the concerned competent Authority Occupancy Certificate in respect of the said Studio Apartment /Shop/unit.
- (a) The Owner/Developer agrees to construct for the Allottee the premise described in schedule II hereunder written and delineated on the plan hereto annexed and marked thereon with red colour lines and hereinafter called the said project being constructed on the said property described in schedule I hereunder written.
- (b) The said premises shall be constructed by the Owner/Developer as per the specifications set out in the annexure hereto. However, it is specifically understood that if due to any reason the same specifications cannot be Provided, similar alternative specification will be provided by the Owner/Developer at his option.
- (c) The Allottee agrees and undertakes to purchase the said Studio Apartment no. ____ / Shop no. ____ for a total consideration of Rs. ____/- (Rupees _____Only) towards the cost of construction of the said Studio Apartment /Shop. ____ plus the GST as mentioned in schedule III at the time of payment of every installment. The area of the said Studio Apartment /Shop / unit no. ____ is;
- Super built up ____ m2
- Built up ____ m2
- Carpet ____m2
- Exclusive Balcony ____m2
- Exclusive Terrace ____m2

The payment of the entire amount as aforesaid shall be made by the Allottee to the Owner/Developer as per the installment as set out in the schedule III (Payment schedule) hereto.

- (d) Any delay caused due to any acts of God or natural calamities or Government regulations, or other circumstances beyond the control of the Owner/Developer shall be excluded from the aforesaid period and also the delay in granting any electricity connection/water connection, issuance of occupancy certificate by the concerned authorities or court orders or due to any circumstances beyond the control of the Owner/Developer .

2. CONSIDERATION:-

(a) In consideration of the purchase of the said Studio Apartment /Shop/unit , the Allottee agrees to pay to the owner/developer, a sum of Rs. _____/- (Rupees _____ Only) as per the mode of payment specified in Schedule No. III on or before the dates provided therein.

(b) The above said sum of Rs. _____/- (Rupees _____ Only), includes the cost of the incidence of land proportionate to the Super built up area of the said Studio Apartment /Shop.

(c) The owner/developer shall intimate to the Allottee 15 days prior upon any payment falling due and payable by the Allottee. The said shall be communicated to the Allottee by the representative of the owner/developer via letter or email or sms or whatsapp or phone to the number as provided on the booking form by the Allottee. Intimating any change in the address, telephone numbers or email id is the sole responsibility of the Allottee herein.

(d) Upon paying of the booking amount, if the Allottee cancels the said booking, the entire money paid till that time will be refunded within 21 days of such a notice/intimation after deducting 02% of the property value as cancellation charges.

Without prejudice to the right of Developer to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

(f) On terminating this Agreement under clause 2 (e), the owner/developer shall be at liberty to allot and dispose off the said Studio Apartment /Shop/ unit to any other person as the owner/developer deem fit, for such consideration as the owner/developer may

determine and the Allottee shall not be entitled to question this act of the owner/developer or to claim any amount from the owner/developer.

(g) Without prejudice to owner/developer, other rights under this Agreement and/or in law, the Allottee shall be liable to pay to the owner/developer, interest at the rate of State Bank Of India highest Marginal cost of lending rate plus 2 % p.a. on all amounts due and payable by the Allottee under this Agreement, if any such amount remains unpaid as mentioned in the schedule III. Interest /Penalties for delayed payments shall be beyond 15 days from scheduled payment dates.

(h) The owner/developer shall have a first lien and charge on the said Studio Apartment /Shop/unit, agreed to be allot to the Allottee, in respect of any amount payable by the Allottee to the owner/developer under the terms and conditions of this Agreement.

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

- (a) The owner/developer shall complete the said Studio Apartment /Shop /unit on time, and shall deliver the possession of the same to the Allottee along with the occupancy certificate from the Competent Authorities and hand over its delivery to the Allottee; provided, all the amounts due and payable by the Allottee under this agreement are paid by the Allottee to the owner/developer .
- (b) The owner/developer shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the Allottee and the Allottee shall, within 15 Days from the receipt of the notice, take delivery of the said Studio Apartment /Shop/unit. failure to take delivery of the said Studio Apartment /Shop/unit will not exonerate the Allottee from their liability to pay the outgoings such as Panchayat Taxes, etc. from the date of the Occupancy Certificate.

From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the said Studio Apartment /Shop/unit shall be of the respective Allottee and the responsibility/liability with respect to the common amenities and looking after the upkeep thereof shall be the sole responsibility that of the respective Allottee alongwith the other studio apartment Allottees / shop Allottees./unit Allottees.

The owner/developer, upon giving the intimation as stated above, shall be deemed to have completed the said Studio Apartment /Shop/unit in accordance of this agreement

and shall not be responsible in any manner whatsoever, if the Allottee delay/s the taking delivery of the said Studio Apartment /Shop/unit.

(c) The owner/developer shall not incur any liability if they are unable to deliver the said Studio Apartment /Shop/unit on time, if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any court/forum and/or any other public or competent Authority or for any other reason beyond the control of owner/developer and in any of the aforesaid events, the owner/developer shall be entitled to reasonable additional extension of time for delivery of the said Studio Apartment /Shop/unit, and in such case the Allottee shall not be entitled to make any grievance about such extensions.

(d) (i) If for reasons other than the ones stipulated hereinabove, the owner/developer is unable to or fail to give delivery of the said Studio Apartment /Shop/unit to the Allottee on time i.e by _____ or hereto, then and in such case, the Allottee shall give notice to the owner/developer terminating this Agreement, in which event, the owner/developer shall, within 30 days from the receipt of such notice, refund to the Allottee the amounts, alongwith State Bank Of India highest Marginal cost of lending rate plus 2 % p.a. for delayed period.

(ii) The owner/developer shall pay to the Allottee, interest at State Bank Of India highest Marginal cost of lending rate plus 2 % p.a. for delayed period or at the rate the Allottee is paying to the owner/developer as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the said Studio Apartment /Shop/unit or arising out of this Agreement and the owner/developer shall be at liberty to allot the said Studio Apartment /Shop/unit to any other person for such consideration and upon such terms and conditions as the owner/developer deem fit.

(e) If the owner/developer fails to abide by the time schedule for completing the Project and handing over the said Studio Apartment /Shop/unit to the Allottee, The owner/developer agree to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of State Bank Of India highest Marginal cost of lending rate plus 2 % p.a. on all

the amount paid by the Allottee, for every month of delay till the handing over of the Possession.

- (f) The Allottee 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 premises owners in the said premises. He shall use the said Studio Apartment /Shop/ unit /Any part/ Permit to use only for residential/commercial Purpose as may be permitted. He shall use the Parking space only for purpose of Keeping/ Parking Vehicles.
- (g) The Allottee along with the other Allottees shall, from the date of occupancy certificate, maintain the said Studio Apartment /Shop/unit, the walls, partition walls, sewage, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Studio Apartment /Shop /unit and/or common passages, or the compound wall or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council/Panchayat Authority or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- (h) The Allottee alongwith the other Studio Apartment /Shop/unit owners shall be liable to bear and pay all the outgoings in respect of the said premises and also of the entire complex such as village Panchayat/ Muncipal Taxes, insurance, cost of maintenance of building, common lights, insurance, compounds, open spaces, and other common amenities or holdings, salary of the security, sweepers, gardeners, caretakers, and common electricity and water bills for day to day management of the complex.
- (i) The Allottee shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of this agreement or part with delivery of the said Studio Apartment /Shop /unit until all the dues payable by him to the owner/developer under this agreement are fully paid up and that too only if the Allottee has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he obtain/s the previous consent (NOC) in writing of the owner/developer.

(j) The Allottee shall not assign, convey, or sell the rights under the agreement to any other party without the written consent of the owner/developer who shall have the first lien and charge over the said Studio Apartment /Shop/unit until all money due to the owner/developer under this agreement are paid by the Allottee. Furthermore, if the said Studio Apartment /Shop/unit is sold/transferred by the Allottee to a third Party before the signing of the Agreement or full and final payment, 2% of the present value/ cost of studio apartment/shop would be payable to the owner/developer as transfer charges.

4. DEFECTS:

Upon the Allottee taking delivery of the said Studio Apartment /Shop/unit, the date of occupancy certificate or possession whichever is earlier, he shall have no claim against the owner/developer in respect of any item of work in the said Studio Apartment /Shop/unit which may be alleged not to have been carried out or completed. Cracks shall not be considered as defective work, however the same shall be rectified by the owner/developer for a period of five year from the date of the occupancy certificate. Similarly, the owner/developer shall take care for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, etc, however minor/permissible change/variations shall not be considered as defects except for technical and structural defects, defects on account of Workmanship quality, provision of service. If Defect cannot be rectified than the owner/developer shall pay reasonable compensation but not more than the cost of such defect to the Allottee. After Possession if Allottee makes any work which causes any cracks, dampness than the owner/developer is not liable to pay any compensation, but he may offer service to rectify with nominal charges.

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 Developer 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 Developer 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 Developer, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Developer shall not be liable to rectify or pay compensation. But the Developer may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to

settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

5. TAXES/OUTGOINGS:

- (a) Infrastructure Tax, as may be applicable as per govt. rules shall be paid for the said Studio Apartment /Shop /unit or at actuals or any development/betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent Authority shall be payable by all the premises owners of the said scheme, in such proportion as may be determined by the owner/developer . The Allottee agrees/s to pay to the owner/developer within 15 days of demand, such proportionate share of the Allottee of such charges or deposit.
- (b) Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Service tax, GST etc. if levied or becomes payable by the owner/developer or on the project, including the said Studio Apartment /Shop / unit shall be borne by the Allottee and accordingly, the amount of consideration mentioned in clause 2 above, shall stand increased / decreased to that extent. The amount so to be borne by the Allottee shall be paid by the Allottee within 15 days of the intimation by the owner/developer, notwithstanding the fact that the said Studio Apartment /Shop/unit, at that point of time, may have already been transferred unto the Allottee or its possession handed over to the Allottee.
- (c) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the said Studio Apartment /Shop/ unit shall be borne by the Allottee, from the date of Occupancy Certificate, irrespective of whether the Allottee has/have taken the possession of the said unit or not.
- (d) GST, at actual, will be paid by the Allottee along with the installment due.
- (e) Allottee shall deduct TDS as per income tax rules and provide TDS certificate to the owner/developer in time wherever applicable.

6. VARIATIONS IN PLANS:

- (a) It is hereby agreed that the owner/developer shall be entitled, and are hereby permitted to make such variations and alterations in the building plans or in the

layout/elevation of the building including relocating the parking lot, varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require subject to required NOC from Allottees as may be applicable. It is further agreed that the owner/developer shall be entitled to amalgamate the said property with one or more adjoining property and also to grant or to obtain access or right of way to or from such adjoining property and/or to or from such subdivided portions if any subject to required NOC from Allottees as may be applicable.

(b) All plans for the said scheme have been prepared and approvals/construction licence with respect to the same have been obtained, on the basis of the survey plans of the said property and areas mentioned therein.

(c) In the event the owner/developer are required to permit the owner/s of any of the adjoining property, the use of any portion of the said property by way of right of way or by way of right of use, the owner/developer shall be free to do so, provided such use is permitted without the transfer of ownership over the land/area so permitted and that the FAR (floor area ratio) corresponding to the area so given if so permitted under the law time being in force subject to required NOC from Allottees as may be applicable.

(d) The Allottee also agrees that the owner/developer shall be entitled in their absolute discretion to make any reservations (including the benefit of any increase in FSI/FAR of the land) in favour and/or exceptions or grants in respect of the said plot or any part thereof at any time hereafter in favour of any person/s subject to required NOC from Allottee as may be applicable under the law time being in force.

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

7. TRANSFER:

- (a) All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the Allottee.
- (b) The owner/developer shall procure electricity and water connections on behalf of the Allottee, the Allottee will be responsible to pay the amount associated with these connections.

8. WARRANTY AND REPRESENTATION OF THE OWNER/DEVELOPER:

- (a) The owner/developer has clear and Marketable title with Respect to the Project Land 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.
- (b) The owner/developer has lawful rights and requisite approvals from the competent Authority to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the Project.
- (c) There are no encumbrances upon the Project except those disclosed in the title report.
- (d) There are no litigation Pending before any court of law with respect to the Project land or Project.
- (e) The owner/developer has not entered into any Agreement for sale and/or development agreement or other agreement/ Arrangement with any person or party with respect to the Project Land, including the said Studio Apartment /Shop/unit which will, in any manner, affect the rights of Allottee under this Agreement.
- (f) No Notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received or served upon the owner/developer in respect of the Project Land/ the said Studio Apartment /Shop/unit.

9. GENERAL:

- (a) The Allottee confirms having taken inspection, to his full satisfaction, of the requisite documents of title to the said property and of the plans/approvals/licence relating to the said Studio Apartment /Shop/unit.
- (b) After the owner/developer executed this Agreement he shall not mortgage or create a charge on the said Studio Apartment /Shop /unit and if such mortgage or charge is made or created than 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 the said Studio Apartment /Shop/unit.
- (c) 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 Purchase of the said Studio Apartment /Shop/unit, in case of a transfer, as the said obligation go along with the said Studio Apartment /Shop/unit for all intents and purposes.
- (d) The Allottee shall be bound to sign all the papers and documents and do all the things and matters as the owner/developer may require from Allottee from time to time in this behalf for safeguarding, inter alia, the interest of the owner/developer and the Allottee.
- (e) The Shall become member of the Society (owner/developer) as per rules and regulation for the time being in force and shall follow the all rules and regulation as per the byelaws of the society.
- (f) The owner/developer may transfer/assign/sell the hall and food court to any other allottee which will be used by and for the benefit the allottee/members as per the rules and regulations of the society.
- (g) The Allottees address where any letters, reminders, notices, documents, papers etc., are to be served to him shall be as under:-

AND

Email:- _____

(h)The Allottee and the owner/developer shall, from time to time notify any change in their addresses to the owner/developer and the Allottee respectively. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Regd. A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the Allottee.

(i)All disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement, and/or about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this agreement shall be referred to The Real Estate Regulation Authority as per the provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulation, thereunder.

(j)The possession of the said Studio Apartment /Shop / unit is not given to the Allottee upon the signing of this Agreement, the possession of the same shall be handed over upon completion of the project and handover of share certificates to the allottees.

SCHEDULE - I

(Larger Property)

All that part and parcel of land admeasuring 97575 m2 bearing survey no. 130/1-A, identified as **BRAMAPUR**, situated at Ella, within the limits of Village Panchayat Se Old Goa, Taluka and Registration Sub District of Ilhas, District North Goa in the State of Goa, which property is described as a whole under no.6148 at folio 148 of Book B-16 (New) and 3/4th portion of the Third Division of the same independently described under no.6152 at folio 148(R)of Book B-16 (New) and 1/4th of the same Third Division being described under no.6153 at folio 149 of Book B-16 not enrolled in the Taluka Revenue Office.

SCHEDULE II

(Property Developed)

All that Plot No. CS-1 admeasuring 2431.50 m², being part and parcel of the property mentioned in schedule I, marked in red to the plan annexed hereto and bounded as under:-

The Plot no.CS-1 is bounded as under:

ON the North:- By 10 mts wide road

ON the South:- By 08 mts wide road

ON the West:- Open Space

ON the East:- By 10 mts wide road

SCHEDULE III

(DESCRIPTION OF THE SAID STUDIO APARTMENT/SHOP/UNIT)

All that ____ BHK studio apartment admeasuring (____ m² super built up) /(----- m² built up area) / (-----m² carpet) / shop no. ____ admeasuring ____ m² (____ m² super built up) /(----- m² built up area) / (-----m² carpet) unit _____ of the residential cum commercial project “**DR. RAM MANOHAR LOHIA BHAVAN**” situated at villa Ella, Old Goa, Taluka Tiswadi, Goa and the undivided proportionate share in the land constructed in the property mentioned in schedule II.

SCHEDULE IV

(PAYMENT SCHEDULE)

- 1) On Booking – ____ of property value+ GST
- 2) On Completion of Plinth- ____ of property value + GST
- 3) On Casting of 1st slab- ____ of property value + GST
- 4) On Casting of roof Slab- ____ of property value + GST
- 5) On Completion of Masonary- ____ of property value + GST
- 6) On Completion of Plaster- ____ of property value + GST
- 7) On Completion of Tiling - ____ of property value + GST
- 8) On Completion of Painting- ____ of property value + GST
- 9) On Completion of Doors and Windows- ____ of property value + GST
- 10) On Possession - ____ of property value+ GST alongwith other applicable charges.

GST or any other tax amount payable are as per the prevailing and applicable Government Rules and Regulation at the time of payments.

SCHEDULE - IV

(SPECIFICATIONS- As attached)

THE STRUCTURE: It is a R.C.C. framed structure of columns, beams, and slabs. The internal partition walls will be of 4 ½" brick masonry and the walls will be 9" brick/laterite masonry.

PLASTER: External plaster will be double coat with sand faced cement plaster, internal plaster will be single coat with second coat of neeru/putty.

FLOORING: The flooring will be of ceramic/vitrified half tile skirting, The average landing cost of tiles at Rs. 400 / 450 per sq. mtr. Toilet floor / balcony will have anti skid tiles.

DOORS & WINDOWS: All the Doors/Windows will have matti wood/chemically treated wood/aluminium frames with flush shutters/aluminium or wood or any other material as per the choice of the owner/developer which will be /polished /oil painted/varnished. The doors and windows will have brass hinges and powder coated aluminium sliding glass.

INTERNAL DÉCOR: The wall will be painted with Plastic Emulsion ceiling with white and wooden doors and windows will be polished.

EXTERNAL DÉCOR: External walls will be painted with apex weather shield paint of good quality.

WATER TANKS: A common overhead water tank and under sump tank will be provided for the building.

LIFT: Lift will be provided with power backup.

PLUMBING AND SANITARY: Soil, waste and water pipes will be partially concealed, white glazed European W.C. units will be provided with flushing system. The sanitary system will be in accordance with the municipal specification. One wash basin of 22" x16" will be provided. The W.C. attached to the room will be western type.

ELECTRICAL INSTALLATIONS: The electricity installations will be concealed wires fixed in P.V.C. pipes. Each bedroom will be concealed wires and will have two light point, one fan

point and one plug point each. The bedroom will have one power plug poing. One bell point will be provided. In the living-cum-dining / kitchen room three lights point, one fan point, one plug and two power plug point will be provided. Electricity connection will be of 1 phase connection with appx. 3 KVA. In case of shop it there will be 4 light points , 2 fan points and , one 5 amp point one power point for AC will 1 phase connection of appx. 3 KVA.

EXTRA ITEMS: All the extra items of work to be executed at the specified written request of the allottee of the said flat/shop/unit will be charged extra at the prevailing market rates.

GENERAL: Each allottee shall pay for electricity connection meter/service connection charges and obtain his/her electric connection from the respective Government department.

IN WITNESS WHEREOF the Parties hereto have signed this Deed on the day, month and year first hereinabove mentioned.

SIGNED AND DELIVERED

By the owner/developer represented

By Authorised Signatory

SIGNED AND DELIVERED

By the Allottee _____

WITNESSES:-

1. _____

2. _____