

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, on this ____ day of March 2018,

B E T W E E N :

- 1) M/S. TRIDENTIA DEVELOPERS**, a registered Partnership Firm, under the Indian Partnership Act, 1932, formerly known as Prudential Developers, duly reconstituted vide Deed of Retirement cum Reconstitution dated 01.04.2013, duly endorsed by the Registrar of Firms Ilhas, in the register of Firms bearing serial No/year. 347/2004 dated 22.09.2014, read alongwith Deed of Addendum dated 17.09.2014 duly endorsed by the Registrar of Firms Ilhas, in the register of Firms bearing serial No/year. 347/2004 dated 22.09.2014 (Certified Copies whereof are submitted to the Sub-Registrar of Salcete, at the time of registration of this document), having its office at 1st Floor, Prudential Panache, Near Chinmaya Mission, Gogol, Margao – Goa, 403601, holding PAN: AAIFP1657J, represented herein by its Partner **MR. PARESH ATMARAM SINAI SAWARDEKAR**, son of Mr. Atmaram M. Sawardekar, 42 years of age, married, business, Indian National, resident of 21/F – 2, Kamat Kinara, Caranzalem Goa, holding PAN: ARWPS8605C and AADHAAR Card No. _____, hereinafter referred to as **the PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners of the said firm for the time being, their heirs, successors-in-title, legal representatives and assigns), of the **ONE PART**;

AND

- 2)** _____ son/daughter of _____, _____ years of age, married, business/service, having a Permanent Account Number (PAN) _____, Aadhaar Card No. _____ and/or PIO/OCI card bearing no. _____, Email ID: _____; Ph.: _____, Indian National,

residing at _____, hereinafter referred to as **theALLOTTEE/S**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his, legal heirs, successors, legal representatives and assigns), of the **OTHER PART**.

W H E R E A S:

1. (a) There exists a property situated at Gogol, Margao, Goa within the limits of Municipal Council of Margao, Taluka and Sub - District of Salcete, District-South Goa, in the State of Goa, consisting of Chalta No. 34 of P.T. Sheet No. 129 of Margao City Survey, which area of land is fully described in detail in **SCHEDULE - I** hereafter written, which property is a distinct and separated part of the entire property also described in **SCHEDULE - I** hereinafter written, and which part shall hereinafter be referred to as "**PROJECT LAND**".

(b) Vide Deed of Sale dated 9th May 2006 duly registered in the Office of the Sub-Registrar of Salcete under no. 2231 at pages 321 to 366 in Book I, Volume 2018 on 18.05.2006, the PROMOTERS, who were formerly known as Prudential Developers, have purchased the said PROJECT LAND from its erstwhile owners viz. Mr. Ashok Govind Kare, Mrs. Pratibha Ashok Kare, Mr. Suresh Govind Kare, Mrs. Aruna Suresh Kare, Mr. Ramnath Govind Kare and Mrs. Sharada Ramnath Kare.

(c) The PROMOTERS are therefore the lawful and exclusive owners of the PROJECT LAND.
2. The PROMOTERS are entitled and authorised to construct buildings on the PROJECT LAND in accordance with the recitals hereinabove.
3. The PROMOTERS are in possession of the PROJECT LAND.

4. The PROMOTERS are constructing a building project in the PROJECT LAND known as and hereinafter referred to as "**TRIDENTIA PANACHE - PHASE I**" comprising of FIVE blocks having a basement floor, stilt and 8 upper floors.
5. The PROMOTERS shall sell the premises located in the said TRIDENTIA PANACHE - PHASE I on ownership basis as an immovable property, i.e. involving conveyance of such premises in the said TRIDENTIA PANACHE - PHASE I and/or PROJECT LAND or undivided shares therein by way of execution and registration of requisite Deed/s of Conveyance and more specifically mentioned in the terms hereafter.
6. The ALLOTTEE/S has/have approached the PROMOTERS with a desire to purchase an apartment in TRIDENTIA PANACHE – PHASE I, and have identified Flat No. _____, on the ____ floor in Block _____ of the said TRIDENTIA PANACHE - PHASE I (herein after referred to as the "**SAID APARTMENT**") having a carpet area of _____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID APARTMENT of _____ square meters, both worked out as defined under clause (K) of section 2 of the said Act. The Super Built up Area of the SAID APARTMENT is _____sq.mtrs. (including incidence of walls and all common areas such as staircase/s, lift/s, passage/s, etc.), corresponding Built up Area being _____sq.mtrs. (including the incidence of walls). The SAID APARTMENT is described in detail in **SCHEDULE - II** hereafter written and the specifications in accordance to which the SAID APARTMENT is built/to be built are set out in **SCHEDULE - III** hereafter written.
7. The PROMOTERS have appointed an Architect registered with the Council of Architects.
8. The PROMOTERS have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the

PROMOTERS shall, in their discretion, have the right to remove and substitute the Structural Engineers and/ or Architect until the said entire Project shall be completely developed.

9. By virtue of the PROMOTERS' ownership to the PROJECT LAND, the PROMOTERS have sole and exclusive right to sell the apartments in the said TRIDENTIA PANACHE – PHASE I constructed by the PROMOTERS on the PROJECT LAND and to enter into Agreement/s with the allottees of such apartments and to receive the sale consideration in respect thereof.
10. On demand from the ALLOTTEE/S, the PROMOTERS have given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the PROJECT LAND and the plans, designs and specifications prepared by the PROMOTERS' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "**SAID ACT**") and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the "**SAID RULES**") and Regulations made thereunder and the ALLOTTEE/Sharee/has acknowledged the receipt of the same.
11. The PROMOTERS have furnished authenticated copies of Certificate of Title issued by the advocate of the PROMOTERS, or any other relevant revenue record showing the nature of the title of the PROMOTERS to the PROJECT LAND on which TRIDENTIA PANACHE – PHASE I is constructed, which title is to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S acknowledges receipt of the said documents.
12. The PROMOTERS have furnished to the ALLOTTEE/S the authenticated copies of the plans of the Layout as proposed by the PROMOTERS and as approved by the competent authorities and according to which the construction of the buildings is proposed to be provided for the said TRIDENTIA PANACHE – PHASE I have been handed over to the ALLOTTEE/S. The same is hereby to

the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S has/have confirmed and acknowledged the same.

13. While sanctioning the said plans, concerned competent authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the PROJECT LAND and the said TRIDENTIA PANACHE – PHASE I and upon due observance and performance of which the completion or occupancy certificate in respect of the said TRIDENTIA PANACHE – PHASE I shall be granted by the concerned competent authority.
14. The PROMOTERS have accordingly commenced the construction of the said TRIDENTIA PANACHE – PHASE I in accordance with the said approved plans.
15. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
16. The ALLOTTEE/Shas/have full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The PROMOTERS have made full disclosure to the ALLOTTEE/S as per law.
17. The ALLOTTEE/S having fully understood, prior to the execution of these presents, all the disclosures made by the PROMOTERS, hereby agree/s to purchase the SAID APARTMENT and the proportionate rights in the common general areas and common parking areas for a consideration of Rs. _____/-(Rupees _____ only) (which consideration includes the cost of proportionate undivided share in the PROJECT LAND) and agree/s to pay the same in accordance with the mode of payment set out in **SCHEDULE - IV** hereafter written and subject to the further terms and conditions hereafter appearing.

18. Prior to the execution of these presents the ALLOTTEE/Shas/have carried out independent due diligence and has satisfied himself/herself/themselves fully as to the marketability of the title of the PROMOTERS to the PROJECT LAND (more particularly described in the **SCHEDULE - I** hereunder written) and has/have fully satisfied himself/herself/themselves as to the authority of the PROMOTERS to develop and sell the SAID APARTMENT and has/have paid to the PROMOTERS a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the SAID APARTMENT agreed to be sold by the PROMOTERS to the ALLOTTEE/S as advance payment (the payment and receipt whereof the PROMOTERS hereby admit and acknowledge) and the ALLOTTEE/S has agreed to pay to the PROMOTERS the balance of the sale consideration in the manner stipulated in **SCHEDULE -IV** hereinafter appearing.
19. The PROMOTERS have registered the Project TRIDENTIA PANACHE – PHASE I under the provisions of the Act with the Goa Real Estate Regulatory Authority under certificate no. _____; authenticated copy is attached in **ANNEXURE A.**
20. Under section 13 of the said Act the PROMOTERS is required to execute a written Agreement for sale of SAID APARTMENT with the ALLOTTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
21. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agree to sell and the ALLOTTEE/S hereby agrees to purchase the SAID APARTMENT along with the covered parking (if such parking is allotted), subject to the terms and conditions set out hereinafter.

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

I. THE APARTMENT, AREA, CONSIDERATION AND PAYMENT TERMS :

1. The PROMOTERS shall construct the said building project TRIDENTIA PANACHE – PHASE I, consisting of basement, stilt and 8 upper floors on the PROJECT LAND in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTERS shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law and/or as set out in this agreement.

2. The ALLOTTEE/S hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agree to sell to the ALLOTTEE/S, the SAID APARTMENT viz. Apartment No. ____ on the ____ floor of Block ____ in the said TRIDENTIA PANACHE – PHASE I having a carpet area of ____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID APARTMENT of _____ sq. mts., both worked out as defined under clause (K) of section 2 of the said Act, the corresponding Super Built up Area of the SAID APARTMENT being ____sq.mtrs. (including incidence of walls and all common areas such as staircase/s, lift/s, passage/s, etc. and the corresponding Built up Area being ____sq.mtrs. (including the incidence of walls) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/-(Rupees _____ Only) which includes, inter alia, the proportionate incidence of car parking lot, identified as Parking Lot No. _____ in/on the Basement/Stilt, as shown in red colour on plan annexed hereto, 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 **ANNEXURE B** to this agreement.

3. The PROMOTERS reserve the right to unilaterally change the location and/or the size/dimensions of the car parking lot allotted and/or to be

allotted to the ALLOTTEE/S, and the ALLOTTEE/S unconditionally and voluntarily authorise the PROMOTERS to change such location/ size/ dimensions.

4. The SAID APARTMENT shall be sold as an immoveable property by way of execution and registration of the requisite Deed of Conveyance, in the manner stipulated hereinafter.

II. EXCLUSIONS, MODE OF PAYMENT AND DEFAULT IN PAYMENT:

5. The consideration stipulated in clause 2 above shall be paid, subject to clause Nos. 6 to 10 herebelow, as per the mode of payment as set out in **SCHEDULE - IV** hereafter written.
6. The above consideration is exclusive of sums paid or payable by the PROMOTERS by way of taxes, duties, cess, levies, charges, etc. which may be levied, in connection with the construction of and carrying out the said TRIDENTIA PANACHE - PHASE I or the SAID APARTMENT up to the date of handing over the possession of the SAID APARTMENT and such sums shall be separately paid/reimbursed by the ALLOTTEE/S to the PROMOTERS in the manner set out in this agreement.
7. Infrastructure Tax or any development/betterment charges or deposits if demanded by or to be paid to the Municipal Council or any other competent Authority shall be payable by all the premises owners of the said TRIDENTIA PANACHE - PHASE I, in such proportion as may be determined by the PROMOTERS. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE/S, the ALLOTTEE/S shall, within the time limit stated in such intimation, pay the same to the PROMOTERS.
8. Any levy, duty, cess, or tax of any nature, including but not limited to GST, (Goods and Services Tax), VAT (Value Added Tax), etc., if levied or becomes payable by the PROMOTERS or on the project TRIDENTIA

PANACHE - PHASE I or on individual apartments in TRIDENTIA PANACHE - PHASE I including the SAID APARTMENT, shall be borne by the ALLOTTEE/S and accordingly, the amount of consideration mentioned in Clause 2 above, shall stand increased to that extent. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE/S, the ALLOTTEE/S shall, within the time limit stated in such intimation, pay the same to the PROMOTERS, notwithstanding the fact that the SAID APARTMENT, at that point of time, may have already been transferred unto the ALLOTTEE/S or its possession handed over to the ALLOTTEE/S.

9. Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the ALLOTTEE/S, from the date of Occupancy Certificate, irrespective of whether the ALLOTTEE/S has/have taken the possession of the SAID APARTMENT or not.
10. The above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTERS undertake and agree that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.
11. The PROMOTERS may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE/S on such terms and conditions as the parties mutually agree. The provision for allowing rebate and such rate of rebate shall not be subject to any

revision/withdrawal, once granted to an ALLOTTEE/S by the PROMOTERS.

12. The ALLOTTEE/S agrees to pay to the PROMOTERS, interest as specified in the SAID RULES, on all the delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTERS under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S to the PROMOTERS.

13. Without prejudice to the right of PROMOTERS to charge interest in terms of clause 12 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of installments, the PROMOTERS shall at his own option, may terminate this Agreement: Provided that, PROMOTERS shall give notice of fifteen days in writing to the ALLOTTEE/S, by Registered Post AD at the address provided by the ALLOTTEE/S and/or e-mail at the e-mail address provided by the ALLOTTEE/S, 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/S fails to pay the defaulted amount or to rectify the breach or breaches mentioned by the PROMOTERS within the period of notice then at the end of such notice period, PROMOTERS shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS shall refund to the ALLOTTEE/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTERS) within a period of sixty days of the termination, the installments of sale consideration of the SAID APARTMENT which may till then have been paid by the ALLOTTEE/S to the PROMOTERS and the

PROMOTERS shall not be liable to pay to the ALLOTTEE/S any interest on the amount so refunded.

14. If the ALLOTTEE/S commit/s default in observing and performing any of the terms and conditions of this Agreement, the PROMOTERS shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 30 (thirty) days. The termination shall become effective from the date of completion of the Notice period of 30 (thirty) days. Upon such termination, the PROMOTERS shall refund to the ALLOTTEE/S the amounts, if any, which may have till then been paid by the ALLOTTEE/S to the PROMOTERS, but without any further amount by way of interest or otherwise.
15. On the PROMOTERS terminating this Agreement under this clause, the PROMOTERS shall be at liberty to allot and dispose off the SAID APARTMENT to any other person as the PROMOTERS may deem fit, for such consideration as the PROMOTERS may determine and the ALLOTTEE/S shall not be entitled to question this act of the PROMOTERS or to claim any amount from the PROMOTERS.
16. Without prejudice to PROMOTERS' other rights under this Agreement and/or in law, the ALLOTTEE/S shall be liable to pay to the PROMOTERS, interest at such rate as is provided in the SAID ACT or the SAID RULES on all amounts due and payable by the ALLOTTEE/S under this Agreement, if any such amount remains unpaid for thirty days or more after becoming due and shall also be liable to pay to the PROMOTERS all costs and damages arising on account of such delay.
17. The PROMOTERS shall have a first lien and charge on the SAID APARTMENT, agreed to be sold to the ALLOTTEE/S, in respect of any amount payable by the ALLOTTEE/S to the PROMOTERS under the terms and conditions of this Agreement.

18. The ALLOTTEE/S authorizes the PROMOTERSto adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTERSmay in its sole discretion deem fit and the ALLOTTEE/S undertakes not to object/demand/direct the PROMOTERSto adjust his payments in any manner.

III. AREA OF THE APARTMENT AND VARIATIONS IN PLANS
SPECIFICATIONS OF TRIDENTIA PANACHE - PHASE I/SAID
APARTMENT:

19. The PROMOTERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall refund the excess money paid by ALLOTTEE/S within forty-five days with annual interest at the rate specified in the SAID RULES, from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the PROMOTERS shall demand additional amount from the ALLOTTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as worked out on the basis of area and price stipulated in Clause 2 of this Agreement.
20. The PROMOTERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the ALLOTTEE/S, obtain from the

concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT.

21. It is hereby agreed that the PROMOTERS shall, subject to the provisions of the Act, be entitled and are hereby permitted to as under and the ALLOTTEE/S hereby give/s his/her/their express consent to the same which consent shall be considered as consent in writing of the ALLOTTEE/S required by law:
- a) To make such variations and alterations in the building plans or in the layout/elevation of the building including relocating the open spaces/all structures/ buildings/Swimming Pool/garden spaces and/or varying the location of the access to the building as also identifying and or varying the location of such facilities, if and to the extent provided, like garbage/composting station or generator or such other facility, as the exigencies of the situation and the circumstances of the case may require.
 - b) To amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to or from the SAID PROPERTY, if any. If and when construction comes up in such properties, adjoining the SAID PROPERTY, the same shall, at the discretion of the PROMOTERS, either form part of TRIDENTIA PANACHE - PHASE I or shall be a distinct project not connected with TRIDENTIA PANACHE - PHASE I.
 - c) To unilaterally revise the plans and/or specifications relating to (i) the exterior of TRIDENTIA PANACHE - PHASE I (ii) all common structures/ areas/ amenities in and around TRIDENTIA PANACHE - PHASE I, including adding/modifying/deleting/relocating any such structures/ areas/amenities.
22. All plans for the said TRIDENTIA PANACHE - PHASE I have been prepared and approval(s)/construction license(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the PROMOTERS are

expressly entitled to revise the plans/approval(s)/construction license(s) based on actual site conditions, which shall be construed as final for all purposes.

23. In the event, on account of change in plans or for any other reasons, the built-up area of the SAID APARTMENT is increased, the ALLOTTEE/S shall be liable to pay to the PROMOTERS for the extra area, at such rate as may be calculated by the PROMOTERS. Similarly, if the built-up area of the SAID APARTMENT is decreased, the PROMOTERS shall be liable to refund to the ALLOTTEE/S the amount corresponding to the differential area at such rate as may be calculated by the PROMOTERS.
24. The SAID APARTMENT shall be constructed in accordance with the specifications contained in **SCHEDULE - III** hereafter written, it being agreed and understood that the PROMOTERS shall have the right to alter the specifications if and when such alteration becomes necessary. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the PROMOTERS in the said building and the SAID APARTMENT as are set out in **ANNEXURE C** annexed hereto.
25. The PROMOTERS hereby declare that the Floor Area Ratio available as on date in respect of the PROJECT LAND is 31,072.00 square meters only. The PROMOTERS has disclosed the Floor Area Ration (FAR) of - 31,004.49 as proposed to be utilized by them on the PROJECT LAND for the said TRIDENTIA PANACHE - PHASE I and ALLOTTEE/S has/have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of SAID APARTMENT to be carried out by the PROMOTERS by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS only.

26. The PROMOTERS are also the owner of a parcel of land bearing Chalta No. 13 of P.T. Sheet No. 128 of Margao City Survey, which is adjacent to the PROJECT LAND on its South-east side as shown in the approved plan. The PROMOTERS will be constructing, in due course of time a project on the said adjacent land which shall be named as Tridentia Panache Phase II and/or any such other name and will extend the facilities relating to common amenities provided for and in the said TRIDENTIA PANACHE - PHASE I to the allottees of the said Tridentia Panache, Phase II. The ALLOTTEE/S gives his/her/their express consent to the same.
27. The ALLOTTEE/S hereby specifically agree to provide motorable access to the said parcel of land bearing Chalta No. 13 of P. T Sheet No. 128 of Margao City Survey and also permit to allow the members/ residents of the said adjacent parcel of land bearing Chalta No. 13 of P. T. Sheet No. 128 to join the to be formed ENTITY of TRIDENTIA PANACHE - PHASE I or such other name that may be designated by the PROMOTER to the ENTITY.

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

28. Time is essence for the PROMOTERS as well as the ALLOTTEE/S. The PROMOTERS shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE/S and the common areas to the co-operative society, association or such other entity of the ALLOTTEE/S, hereinafter referred to as the ENTITY, after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the PROMOTERS as per the agreement. Similarly, the ALLOTTEE/S shall make timely payments of the installment as per the mode of payment set out in **SCHEDULE - IV** hereafter written and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTERS.

29. The PROMOTERS shall give possession of the SAID APARTMENT to the ALLOTTEE/S on or before 30th day of June 2024, subject to an extension of further 6 months. If the PROMOTERS fails or neglects to give possession of the SAID APARTMENT to the ALLOTTEE/S on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him in respect of the SAID APARTMENT with interest at the same rate as may mentioned in the Clause 12 of this agreement from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid. Provided that the PROMOTERS shall be entitled to reasonable extension of time for giving delivery of SAID APARTMENT on the aforesaid date, if the completion of building in which the SAID APARTMENT is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court; (iii) or such other circumstances beyond the control of the PROMOTERS.
30. The PROMOTERS, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement, shall offer in writing the possession of the SAID APARTMENT, to the ALLOTTEE/S in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTERS shall give possession of the SAID APARTMENT to the ALLOTTEE/S. The PROMOTERS agree and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTERS.
31. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the PROMOTERS or association of ALLOTTEE/S, as the case may be. The PROMOTERS on its behalf shall offer the possession to

the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.

32. The ALLOTTEE/S shall take possession of the SAID APARTMENT within 15 days of the written notice from the PROMOTERS to the ALLOTTEE/S intimating that the SAID APARTMENTS are ready for use and occupancy.
33. In the event, despite receiving a written intimation from the PROMOTERS as per Clause 30 of this agreement and after paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, the ALLOTTEE/S fails to take possession within the time provided in Clause 31 above, such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.
34. From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID APARTMENT) in TRIDENTIA PANACHE - PHASE I shall be of the respective allottee and the responsibility/liability with respect to the common amenities of TRIDENTIA PANACHE - PHASE I and looking after the upkeep thereof shall be the solely that of the respective allottee.
35. The PROMOTERS, upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance of this agreement and shall not be responsible in any manner whatsoever, if the ALLOTTEE/S delay/s the taking delivery of the SAID APARTMENT.
36. The PROMOTERS shall not incur any liability if they are unable to deliver the SAID APARTMENT by the date stipulated in clause 29 hereabove, if the completion of the TRIDENTIA PANACHE - PHASE I 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 the PROMOTERS and in any of the aforesaid events, the PROMOTERS shall be entitled to reasonable additional extension of time for delivery of the SAID APARTMENT.

37. If for reasons other than the ones stipulated hereinabove, the PROMOTERS are unable to or fail to give delivery of the SAID APARTMENT to the ALLOTTEE/S within the date specified in clause 29 hereabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the ALLOTTEE/S shall give notice to the PROMOTERS terminating this Agreement, in which event, the PROMOTERS shall, within 30 days from the receipt of such notice, refund to the ALLOTTEE/S the amounts, if any, that may have been received by the PROMOTERS from the ALLOTTEE/S in respect of the SAID APARTMENT without interest.
38. The PROMOTERS shall pay to the ALLOTTEE/S a sum of Rs.500/- (Rupees five hundred only) 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 APARTMENT or arising out of this Agreement and the PROMOTERS shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person for such consideration and upon such terms and conditions as the PROMOTERS may deem fit.
39. If the PROMOTERS fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE/S, the PROMOTERS agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the

amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession.

40. The ALLOTTEE/S shall use the SAID APARTMENT only for the purpose of residence. The ALLOTTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premisesowners in the said TRIDENTIA PANACHE - PHASE I.
41. The ALLOTTEE/S shall, from the date of possession, maintain the SAID APARTMENT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council 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.

V.DEFECTS:

42. If within a period of five years from the date of handing over the SAID APARTMENT to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the PROMOTERS any structural defect in the SAID APARTMENT or the building in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at their own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act. In case the ALLOTTEE/S carry out any work within the apartments after taking the possession, resulting in cracks and dampness or any other defect within or to the adjoining apartment/s, then in such an event the PROMOTERS shall not be liable to rectify or pay compensation. But the PROMOTERS 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 and shall not be considered as defective work. Subject to the above, the ALLOTTEE/S, upon taking delivery of the SAID APARTMENT, shall have no claim against the PROMOTERS in respect of any item of work in the SAID APARTMENT which may be alleged not to have been carried out or completed.

VI. FORMATION OF ENTITY:

43. The PROMOTERS shall assist the ALLOTTEE/S and the other allottees in forming the ENTITY for owning and/or maintaining the SAID PROPERTY and/or TRIDENTIA PANACHE - PHASE I, which is herein referred to as the "ENTITY".

44. The ALLOTTEE/S along with other allottees in the said TRIDENTIA PANACHE - PHASE I shall join in forming and registering and in obtaining the membership of the ENTITY to be known by such name as the PROMOTERS may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the ENTITY and for becoming a member, including the Byelaws/Memorandum and Articles or such other document of the proposed ENTITY and duly fill in, sign and return to the PROMOTERS within seven days of the same being forwarded by the PROMOTERS to the ALLOTTEE/S, so as to enable the PROMOTERS to register the common organisation of ALLOTTEE/S. No objection shall be taken by the ALLOTTEE/S if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

45. It shall be entirely at the discretion of the PROMOTERS to decide whether such ENTITY should be a Co-operative Society, a Limited Company, an Association of Persons or any other entity.
46. The ALLOTTEE/S and the persons to whom the SAID APARTMENT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.
47. The ALLOTTEE/S shall pay to the PROMOTERS such sum, presently worked out at Rs. 2500/- and subject to revision, as may be called for towards membership of the ENTITY, cost incurred towards formation of the ENTITY and allotment of shares in the ENTITY. Such sum shall be paid simultaneously on the date on which the amount payable upon handing over of the SAID APARTMENT falls due.
48. The ALLOTTEE/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the PROMOTERS and of the other Premises Holders in TRIDENTIA PANACHE - PHASE I.
49. The PROMOTERS shall be in absolute control of those premises in TRIDENTIA PANACHE - PHASE I, which remain/s unsold. Should the PROMOTERS decide to retain any portion in TRIDENTIA PANACHE - PHASE I they shall join the ENTITY along with the other Premises Holders.
50. All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary Deed/Deeds of

Conveyance shall be prepared by the PROMOTERS or by the advocate of the PROMOTERS.

51. All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the ALLOTTEE/S and the other flat/shop/office premises in such proportion as may be decided by the PROMOTERS and/or the ENTITY.

VII. UPKEEP COMMON AMENITIES AND EXPENDITURE RELATING THERETO:

52. Within 15 days after notice in writing is given by the PROMOTERS to the ALLOTTEE/S that the SAID APARTMENT is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings in respect of the PROJECT LAND and the said TRIDENTIA PANACHE - PHASE I namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the PROJECT LAND and the said TRIDENTIA PANACHE - PHASE I. Until the ENTITY is formed and the maintenance of the said structure of the building/s is transferred to it, the ALLOTTEE/S shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S share is so determined the ALLOTTEE/S shall pay to the PROMOTERS provisional monthly contribution of Rs. 20/- per sq. mts. per month towards the outgoings. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEE/S. The ALLOTTEE/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-

payment or default in payment of outgoings on time by ALLOTTEE/S shall be regarded as the default on the part of the ALLOTTEE/S and shall entitle the PROMOTERS to charge interest on the dues, in accordance with the terms and conditions contained herein.

53. It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of TRIDENTIA PANACHE - PHASE I is exclusively that of the Allottees of various premises in TRIDENTIA PANACHE - PHASE I and/or of the ENTITY(including the ALLOTTEE/S herein).
54. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE/S has/have requested the PROMOTERS to act on his/her/their behalf for the purpose of meeting the following expenditure concerning common amenities:
- i. Common water charges & Common electricity charges;
 - ii. Upkeep of Swimming Pool, Gym, garden, etc.;
 - iii. Lift Maintenance charges;
 - iv. Garbage collection/disposal;
 - v. Maintenance of Generator Set for common areas;
 - vi. Remuneration of attendants and watchmen;
 - vii. Consumables for upkeep.
 - viii. Repairs, if any, of the amenities mentioned above and/or provided in the project.
 - ix. Such other amount as may be decided by the PROMOTERS at their sole discretion.
55. The period of interim arrangement referred to above, shall be for a maximum period of 12 (twelve) months from the date the occupancy certificates for the respective blocks of TRIDENTIA PANACHE - PHASE I are obtained, unless extended at the sole discretion of the PROMOTERS.
56. It is clearly agreed and understood by the ALLOTTEE/S that the PROMOTERS' responsibility during the above period shall be the payment

of the above expenses only and the PROMOTERS shall not be responsible for any accidents or thefts occurring within the precincts of TRIDENTIA PANACHE - PHASE I.

57. It is further agreed and understood that the PROMOTERS shall, at their sole discretion decide to cease to act on behalf of the ALLOTTEE/S and discontinue to effect payment towards the items mentioned in Clause 54 above, from such date as the PROMOTERS may deem fit, after giving prior intimation of 30 days.

VIII. AMOUNT TO BE PASSED ON TO THE ENTITY TOWARDS (i) DEPOSIT / SOCIETY FUND AND (ii) MEMBERSHIP FEES :

58. In connection to Clause 52, the ALLOTTEE/S has/have requested the PROMOTERS to take a sum of Rs. /- (Rupees only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards upkeep of common amenities, in the manner stated hereinafter.
- i. Rs. _____/- (Rupees _____ Only), as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of common amenities, in the manner stated hereinafter, calculated @ Rs. 2000/- per sq. mtrs. of Super Built-up area.
 - ii. Rs. 20000/- (Rupees Twenty Thousand Only), as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of the Swimming Pool.
 - iii. Rs. 20000/- (Rupees Twenty Thousand Only), as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of Club House, Gymnasium and Activity Center.
59. The amount so received by the PROMOTERS, shall be passed on to the ENTITY upon its formation, after deducting the expenses as stipulated in Clause 60.
60. The deposit amount so held by the PROMOTERS, shall be paid by the PROMOTERS to the ENTITY within 3 months from the date such ENTITY

is formed, after deducting expenses, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses stipulated in this agreement, to the extent applicable. If, during this period, the ENTITY is not formed, or the amount is not taken over by the ENTITY despite having been formed, the PROMOTERS shall open a Fixed Deposit Account in any local branch of State Bank of India or any other nationalized bank. The amount so held in Fixed Deposit along with accrued interest, shall be paid to the ENTITY, within 3 months from the date such ENTITY is formed, after deducting expenses, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses referred to hereabove. Till the time the amounts so collected are held by the PROMOTERS without putting the same in a Fixed Deposit as stated in hereabove, a notional interest, calculated at such rates as will be prevailing from time to time for Fixed Deposits of 1 year term of State Bank of India shall get accrued on such amounts and the PROMOTERS reserve the right to utilise this notional interest towards expenditure concerning common amenities as mentioned herein, which the PROMOTERS shall meet at the request of and on behalf of the allottees (including the ALLOTTEE/S herein) of the premises in TRIDENTIA PANACHE - PHASE I.

IX. USE OF CERTAIN FACILITIES:

61. The ALLOTTEE/S shall be entitled to use the swimming pool, garden, club house and such other recreational facilities, if and to the extent provided by the PROMOTERS, and such use shall be at the sole responsibility and risk of the ALLOTTEE/S or their family members and they shall abide by the rules and regulations framed by the PROMOTERS or the ENTITY for this purpose.

X. TRANSFER:

62. Upon completion of TRIDENTIA PANACHE - PHASE I, the PROMOTERS shall convey/get conveyed the SAID PROPERTY/TRIDENTIA PANACHE - PHASE I or portion thereof in the name of the ENTITY. In the event the PROMOTERS are constructing or going to construct any Villa scheme/s and/or building scheme/s in the remaining portion of the said property/properties or in the vicinity of the SAID PROPERTY, the PROMOTERS shall have the discretion to convey/get conveyed the SAID PROPERTY/ TRIDENTIA PANACHE - PHASE I or the portion thereof in the name of the ENTITY only after completion of the such scheme/s to be constructed on the remaining portion of the said property/properties or in the vicinity of the SAID PROPERTY. PROVIDED however the PROMOTERS shall have the further discretion to convey/get conveyed the SAID PROPERTY/ TRIDENTIA PANACHE - PHASE I or portion thereof in the name of the ENTITY before the completion of the Scheme.
63. In the event the ENTITY cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the PROMOTERS shall convey unto the ALLOTTEE/S the SAID APARTMENT and/or the undivided share of the portion of the SAID PROPERTY or the portion thereof on which TRIDENTIA PANACHE - PHASE I is constructed, proportionate to the built up area of the SAID APARTMENT unto the ALLOTTEE/S, in such manner, as may be determined by the PROMOTERS.

XI. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

64. The PROMOTERS hereby represents and warrants to the ALLOTTEE/S as follows:–
- i. The PROMOTERS have clear and marketable title with respect to the PROJECT LAND as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the PROJECT LAND and also has actual, physical and legal possession of the PROJECT LAND for the implementation of the Project;

- ii. The 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;
- iii. There are no encumbrances upon the PROJECT LAND or the Project except those disclosed in the Title report;
- iv. There are no litigations pending before any Court of law with respect to the PROJECT LAND or the said TRIDENTIA PANACHE - PHASE I;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, PROJECT LAND and the said building/block are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, PROJECT LAND and said building/block 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, PROJECT LAND, Building/block and common areas;
- vi. The PROMOTERS have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected;
- vii. The PROMOTERS have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the PROJECT LAND, including the Project and the SAID APARTMENT which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement;

viii. The PROMOTERS confirms that the PROMOTERS is not restricted in any manner whatsoever from selling the SAID APARTMENT to the ALLOTTEE/S in the manner contemplated in this Agreement;

ix. At the time of execution of the Deed of Conveyance to the ENTITY, the PROMOTERS shall handover lawful, vacant, peaceful, physical possession of the common areas to the ENTITY;

x. 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 said project to the competent Authorities;

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

XII. ALLOTTEE'S/ALLOTTEES' COVENANTS:

65. The ALLOTTEE/S or himself/ herself/ themselves with intention to bring all persons into whosoever hands the SAID APARTMENT may come, hereby covenants with the PROMOTERS as follows:–

(i) To maintain the SAID APARTMENT at the ALLOTTEE/S' own cost in good and tenantable repair and condition from the date the possession of the SAID APARTMENT is taken and shall not do or suffer to be done anything in or to the building in which the SAID APARTMENT is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the SAID APARTMENT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID APARTMENT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID APARTMENT is situated, including entrances of the building in which the SAID APARTMENT is situated and in case any damage is caused to the building in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the PROMOTERS to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the building in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the SAID APARTMENT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT

and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID APARTMENT without the prior written permission of the PROMOTERS and/or the ENTITY.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the PROJECT LAND and the building in which the SAID APARTMENT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT in the compound or any portion of the PROJECT LAND and the building in which the SAID APARTMENT is situated.

(vii) Pay to the PROMOTERS within stipulated time limit of demand by the PROMOTER, all the amounts stipulated in this agreement or the amounts which will or may become payable by the ALLOTTEE/S, including his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service in connection to the building in which the SAID APARTMENT is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID APARTMENT by the ALLOTTEE/S for any purposes other than for purpose for which it is sold.

66. (i) The ALLOTTEE/S shall not let, sub-let, sell, transfer, assign or part with his/her/their interest under or benefit of this agreement or part with delivery of the SAID APARTMENT until all the dues payable by him/her/them to the PROMOTERS under this agreement are fully paid up and that too only if the ALLOTTEE/S has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain/s the previous consent in writing of the PROMOTERS.

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

XIII. GENERAL

67. The ALLOTTEE/S confirm/s having taken inspection, to his/her/their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licence relating to the SAID APARTMENT and TRIDENTIA PANACHE - PHASE I.

68. Provided it does not in any way affect or prejudice the right of the ALLOTTEE/S in respect of the SAID APARTMENT, the PROMOTERS shall be at liberty to sell, assign, transfer or otherwise deal with their

right, title and interest in the SAID PROPERTY and/or in the TRIDENTIA PANACHE - PHASE I.

69. The ALLOTTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTERS may require from him/her/them from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTERS and the ALLOTTEE/S.
70. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the ALLOTTEE/S as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall enure exclusively for the benefit of the PROMOTERS alone without any rebate to the ALLOTTEE/S.
71. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the ALLOTTEE/S as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
72. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of the said Plot and Building or any part thereof. The ALLOTTEE/S shall have no claim save and except in respect of the SAID APARTMENT along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTERS until sold/allotted.
73. After the PROMOTERS executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall

not affect the right and interest of the ALLOTTEE/S who has/have taken or agreed to take such SAID APARTMENT.

74. Forwarding this Agreement to the ALLOTTEE/S by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the ALLOTTEE/S until, firstly, the ALLOTTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTERS. If the ALLOTTEE/S fails to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then the PROMOTERS shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.
75. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID APARTMENT, as the case may be. This Agreement may only be amended through written consent of the Parties.
76. 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 Allottee/s of the SAID APARTMENT,

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

77. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
78. Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment, in common with other Allottees in the Project, the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEE/S.
79. 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.
80. The execution of this Agreement shall be complete only upon its execution by the PROMOTERS at the PROMOTERS' Office, or at some other place, which may be mutually agreed between the PROMOTERS and the ALLOTTEE/S and after the Agreement is duly executed by the ALLOTTEE/S and the PROMOTERS or simultaneously with the execution,

and only upon the said Agreement being registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

81. The ALLOTTEE/S and/or PROMOTERS shall present this Agreement as well as the Conveyance in favour of the ENTITY at the proper registration office for registration within the time limit prescribed by the Registration Act and the PROMOTERS will attend such office and admit execution thereof.
82. That all notices to be served on the ALLOTTEE/S and the PROMOTERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the PROMOTERS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of the PROMOTERS: _____

(PROMOTERS Address)

Notified Email ID: _____

Name of the ALLOTTEE/S: _____

(ALLOTTEE/S' Address)

Notified Email ID: _____

It shall be the duty of the ALLOTTEE/S 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/S, as the case may be.

83. That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTERS to the ALLOTTEE whose name appears first

and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/S.

84. The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.
85. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
86. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

SCHEDULE-I
(DESCRIPTION OF THE PROJECT LAND)

ALL that distinct and separated part of land surveyed for the purposes of City Survey of Margao under Chalta No. 34 of P. T. Sheet No. 129, having an area of **15,536** square metres, which forms a part of the entire property described in the Schedule herein below and **the SAID PROPERTY** is bounded as under:

East - by the land bearing Chalta No. 2 and Chalta No. 13 of P. T. Sheet No. 128;

West - by the land bearing Chalta No. 35 of P. T. Sheet No. 129;

North - by the drain beyond which lie sub-divisions No. 6, 7 & 9 of Chalta No. 1 of P. T. Sheet No. 129 & Chalta No. 2 of P. T. Sheet No. 129; and

South - by Chalta Nos. 4, 5, 6, 9, 12, 13 & 19 of P. T. Sheet No. 129 and Chalta No. 13 of P. T. Sheet No. 128.

(Description of the entire property forming a part of the Project Land)

All that distinct part of the erstwhile bigger land denominated "AFORAMENTO ASULEACHY-TOLLOY" or "GOGODDO" or even "GOGOLLO" or "ASULIACHI TOLLY", which is described in the Land Registration Office of Salcete under Description No. 10202 of Book B No. 37 of the Old series enrolled under Matriz No. 1089 of the Margao Town in the Taluka Revenue Office of Salcete, surveyed for the purposes of City Survey of Margao under original Chalta Nos. 2 &3 of P. T. Sheet No. 128 and original Chalta Nos. 3 of P.T. Sheet No. 129, but presently resurveyed under Chalta Nos. 2,3,8,9, 10,11,12 and 13 of P.T sheet No. 128, Chalta Nos. 3, 34 and 35 of P.T. Sheet No. 129 and Chalta No. 1 and 2 of P.T Sheet No. 130 and originally bounded as under:

- East - by part of Original Chalta No.3 of P. T. Sheet No. 128, which is acquired by the Goa Housing Board;
- West - by the drain beyond which lies Original Chalta No.4 of P. T. Sheet No. 129, Original Chalta No.5 of P. T. Sheet No. 128 & part of Original Chalta No.7 of P. T. Sheet No. 129, which is occupied by the Goa Housing Board;
- North - by a drain beyond which lies the land bearing Sub-divisions No.5, 6, 7 &9 of Original Chalta No.1 of P. T. Sheet No. 129, Original Chalta No.2 of P. T. Sheet No. 129 and part of Original Chalta No.3 of P. T. Sheet No. 129; and
- South - by Original Chalta No.2 of P.T. Sheet No. 159, Original Chalta Nos. 4, 5, 6, 9, 12, 13 &19 of P. T. Sheet No. 129, and part of Original Chalta No.7 of P. T. Sheet No. 129 actually occupied by the Goa Housing Board.

SCHEDULE NO - II
(DESCRIPTION OF THE SAID APARTMENT)

Flat No. _____, admeasuring _____ square meters of Super Built up Area(including incidence of walls and all common areas such as staircase/s, lift/s,

passage/s, etc.), the corresponding Built up Area being _____ square meters (including the incidence of walls) and having corresponding carpet area of _____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID APARTMENT of _____ sq. mts., both carpet areas being worked out as defined under clause (K) of section 2 of the said Act, on the ____ floor in Block _____ of the said TRIDENTIA PANACHE - PHASE I. The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed hereto.

SCHEDULE NO - III
(SPECIFICATIONS OF THE SAID APARTMENT)

The Structure:

It is a R.C.C framed structure of columns, beams and slabs. The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru/ Wall Putty.

Flooring:

The flooring will be of Vitrified tiles or equivalent. The average landing cost of the tiles at Rs. 700.00 per square metre. Toilet dado and toilet floor will have ceramic tiles or equivalent. The average landing cost of the tiles will be Rs. 500/- per square meters.

Doors & Windows:

Frames: All door frames will be of teakwood or equivalent.

Shutters: All shutters will be flush doorshutters with teak veneer/laminate.

Windows: Window frames and sliding shutters will be of powder coated aluminum or UPVC. The doors and windows will have steel or Aluminum hinges and Steel/Aluminum/Plastic fittings. The main door will have a night latch.

Kitchen:

The Kitchen will have a cooking platform of 60/45 cms width with granite top. Stainless steel sink with single bowl and drain board with 5 cms granite dado strip and 60cms. dado of ceramic tiles or equivalent above the platform will be provided.

Internal Decor:

The walls and the ceiling will be painted with acrylic emulsion.

External Decor:

External walls will be painted with water based acrylic paint. The PROMOTERS shall not be held liable for any variations in color schemes from those represented in advertisements/brochures/hoardings, etc., as the case may be.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. The sanitary installations will be in accordance with Municipal specifications. One shower with tap, one white glazed wash basin and one white glazed European W.C. unit with flushing system of Kohler make or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point and one plug point. Two-way switches will be provided for light and fan point. Kitchen will have one light point and separate plug points for Refrigerator, Dish washer, Washing machine, Microwave oven, Hob, Chimney and Water purifier. Toilets will have one light point and one geyser point each. The balconies will have a light point each. One T.V. point and Telephone point will be provided in the living room as well as all the bedrooms. One bell point will be provided.

General:

The ALLOTTEE/S shall obtain his/her/their electric connection from the electricity department. The requisite cost towards meter deposit/service charges and pro-rata share of cost of transformer and cabling upto meter box of Rs. 60,000/- shall be paid by the ALLOTTEE/S. This amount is subject to change. Any other cost incidental to electric connection shall be levied extra. The PROMOTERS shall only provide the ALLOTTEE/S with the required electrical test report to the effect that the work is executed as per Government regulations which is sufficient for obtaining electrical connection.

SCHEDULE NO.IV
MODE OF PAYMENT
(SUBJECT TO CLAUSE/S 6 to 10 ABOVE)

Total Rs. _____
 =====

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED by _____)
 within named **the PROMOTERS**)
 at Margao in the presence of _____)
 the Witnesses _____)

For TRIDENTIA DEVELOPERS,

 MR. PARESH SAWARDEKAR

 PHOTOGRAPH OF
 MR.PARESH SAWARDEKAR

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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SIGNED AND DELIVERED by)
the withinnamed **ALLOTTEE/S**
at Margao in the presence of)
the Witnesses) MR. _____

PHOTOGRAPH OF
MR. _____

LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS

--	--	--	--	--

Witnesses:-

1. _____

2. _____

RECEIPT

Received of and from the above named ALLOTTEE/the sum of Rs. _____/-
(Rupees _____ Only) on execution of this agreement towards
Earnest Money Deposit or application fee I say received.

The PROMOTERS.

ANNEXURE B

Details of Common Area and Facilities:-

Common Areas and Facilities referred to in Clause 2 of this agreement comprise of the following:-

- (i) All open areas within the project land (including Gardens and Recreational Areas).
- (ii) Common staircase/s, lift/s and landing/s, Lift lobby/ies.
- (iii) Entrance lobby/ies, Corridors, common passage/s.
- (iv) Swimming Pool, Jacuzzi, Club House, Gym (including equipment therein)/society office.
- (v) Common Water and Common Electricity.
- (vi) Electrical rooms and areas of Substations/Transformers.
- (vii) Security rooms, CCTV Recorder rooms, and Common toilets provided in the project.
- (viii) Underground Sump and Overhead Tank.
- (ix) Activity Centre, Steam Room, Children's Play area, Amphitheatre, Multi Sports Game Court, Basement and Stilt Parking area, Jogging Track.
- (x) All other common amenities including common water pipeline, common electric fittings, CCTV Set Up, Generator Set, Tata Sky Set Up, Solar Heating System, Sewage Treatment Plant and such other items relating to common amenities.

ANNEXURE C

Details of Fixtures, Fittings, Lift/s and Generator Set

(a) Fixtures and Fittings:

(i) Sanitary ware:-

Sanitary Ware will be of Kohler India Corp. Pvt. Ltd. or equivalent along with Basin and all Bath fittings of Kohler India Corp. Pvt. Ltd. or Equivalent. Concealed Cistern will be of Geberit Plumbing Technology India Pvt. Ltd or equivalent.

(ii) Electrical Switches etc.:-

Electrical switches and Distribution Boards will be of Legrand (India) Pvt. Ltd. or Equivalent.

(iii) Flooring Tiles:-

All Flooring Tiles and Dado Tiles will be of Somany Ceramics Ltd. or Equivalent.

(b) Lifts:

Thyssenkrupp Elevator India Pvt. Ltd. or Equivalent.

(c) Generator Set:

Pai Kane Group Genset or Equivalent.



Date :

TITLE REPORT

I have been requested by **M/S TRIDENTIA DEVELOPERS formerly known as PRUDENTIAL DEVELOPERS**, a duly registered partnership firm, under the Indian Partnership Act 1932, represented by its Partner viz. **Mr. PARESH ATMARAM SINAI SAWARDEKAR**, having its corporate office at Prudential Panache, 1st Floor, Gogol, Margao, Goa, to draw up a title report, with respect to the property, whose description is mentioned below:

SCHEDULED PROPERTY

All that distinct and separated part of the land, which part is having an area of 15,536.00 (Fifteen Thousand Five Hundred Thirty Six) square metres, presently surveyed under Chalta No. **34** of P.T. Sheet No. **129**, of Margao City Survey and bounded as under:-

- East - by the land of bearing Chalta No. 2 of P.T. Sheet No. 128
- West - by Plot No. 2 purchased by **M/S PRUDENTIAL DEVELOPERS** and bearing present Chalta No. 35 of P.T. Sheet No. 129;
- North - by the drain beyond which lie sub-divisions No. 6,7 & 9 of Chalta No. 1 of P.T. Sheet No. 129 & Chalta No. 2 of P.T. Sheet No. 129; and
- South - by a way, Chalta Nos. 4, 5, 6, 9, 12, 13 & 19 of P.T. Sheet No. 129 and Chalta No. 13 of P.T. Sheet No. 128.

Sharon Albuquerque

Documents scrutinized by me:

- Land Description Certificate bearing Description No. 10202.
- Matriz Certificate bearing No. 1089.
- Deed of Partition dated 26.03.1973 duly registered in the Office of the Sub-Registrar of Salcete under No. 615, Book No. I, Volume III dated 27.06.1973.
- Judgement and Order dated 21.11.2005 pronounced by the Court of the Inspector of Land Survey and Land Records, City Survey, Margao, in Case No. 58/05.
- Judgement and Order dated 29.03.2006, pronounced by the Court of the Deputy Collector and SDO at Margao, Goa in Case No. LRC/PART/33/2006/III.
- Deed of Sale dated 09.05.2006, registered in the office of Sub-Registrar of Salcete under Reg. No. 2231 at pages 321 to 366, Book No. I, Volume No. 2018 dated 18/05/2006.
- Deed of Acknowledgement of Price dated 19.11.2008, duly registered in the Office of the Sub-Registrar of Salcete, under No. 5775 at pages 264 to 276, Book No. I, Volume 3201 dated 27.11.2008.
- Form D of the **SCHEDULED PROPERTY**.
- Development Order issued by the South Goa Planning and Development Authority under No. SGPDA/P/5469/71/13-14 dated 05.04.2013 and Development permission under Section 44 of the Goa Town and Country Planning Act, 1974 dated 21.02.2018.



- Construction License No. A/22/13-14 dated 22.05.2013 issued by the Margao Municipal Council, alongwith latest renewal dated 23.06.2017 bearing No. 3/C/1/17-18/Renewal/TECH/2193.
- No-objection issued by the Urban Health Centre, Margao vide letter bearing No. UHCM/NOC/13-14/191 dated 24.04.2013.
- No-Objection from Fire and Emergency Service dated 07.08.2013 bearing No. DFES/FP/C-1/3/13-14/199.
- Conversion Sanad dated 18.02.2015 bearing No. AC-I/SAL/SG/CONV/82/2012/2480 issued by the Office of the Collector, South Goa, Margao, Goa.
- Deed of Sale dated 25.03.2009 duly registered in the Office of the Sub-Registrar of Salcete under No. 1594, Book No. I, Volume No. 3356 dated 13.04.2009.
- Deed of Sale dated 10.08.2010 duly registered in the Office of the Sub-Registrar of Salcete under No. MGO-BK-1-04146-2010, CD No. MGOD24, dated 10.08.2010.
- Agreement dated 03.03.2005 executed before the Notary Meera Medhekar under her registration No. 695 dated 02.03.2005.
- Letter dated 13.04.2017 issued by the Chief Manager, Panaji Branch, TJSB Sahakari Bank Ltd dated 13.04.2017

BRIEF HISTORY OF THE SCHEDULED PROPERTY FOR THE PAST 40 YEARS.

- That **the SCHEDULED PROPERTY** was originally carved out of all that distinct part of the **erstwhile bigger land** denominated "AFORAMENTO ASULEACHY-TOLLOY" or "GOGODDO" or even "GOGOLLO" or "ASULIACHI TOLLY", which is described in the Land Registration Office of Salcete under Description No. 10202 of Book B No. 37 of the old series enrolled under Martiz No. 1089 of the Margao Town in the Taluka Revenue Office of Salcete, surveyed for the purposes of City Survey of

Albuquerque

Margao under Chalta Nos, 2 & 3 of P.T. Sheet No. 128 and Chalta Nos. 3 of P.T. Sheet No. 129, but presently re-surveyed under Chalta Nos. 2, 3, 8, 9, 10, 11, 12 & 13 of P.T. Sheet No. 128, Chalta Nos. 3, 34 & 35 of P.T. Sheet No. 129 and Chalta No. 1 of P.T. Sheet No. 130, and bounded as follows :-

- East by part of Original Chalta No. 3 of P.T. Sheet No. 128, which is acquired by the Goa Housing Board;
- West by the drain beyond which lies Original Chalta No. 4 of P.T. Sheet No. 129, Original Chalta No. 5 of P.T. Sheet No. 128 & part of Original Chalta No. 7 of P.T. Sheet No. 129, which is occupied by the Goa Housing Board;
- North by the drain beyond which lies the land bearing Sub-divisions Nos. 5, 6,7 & 9 of Original Chalta No. 1 of P.T. Sheet No. 129, Original Chalta No. 2 of P.T. Sheet No. 129, and part of Original Chalta No. 3 of P.T. Sheet No. 129; and
- South by the public way beyond which lies Original Chalta No. 2 of P.T. Sheet No. 159, Original Chalta Nos. 4, 5, 6, 9, 12, 13 & 19 of P.T. Sheet No. 129, and part of Original Chalta No. 7 of P.T. Sheet No. 129 actually occupied by the Goa Housing Board.

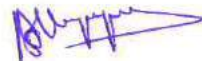
- That it seen that the said **erstwhile bigger land** originally belonged to Mr. Narcinha Sinai Caro alias Narcinha Ramnata Caro alias Govind Ramnata Sina Caro and his wife Mrs Vimalabai Care alias Bhimarathibai Care. It is found inscribed in Land Registration Office as a well as in the Matriz records in the name of Mr. Govind Ramnata Sinai Caro. That Mr Govind Ramanata Sinai Caro and his wife Mrs Vimalabai Govind Care alongwith their children Mr Ramnath Govind Kare and his wife Sharada Ramanath Kare, Mr Suresh Govind Kare and his wife Mrs Aruna Suresh Kare, Mr. Ashok Govind Kare and his wife Pratibha Govind Kare, executed a Deed of Partition being Deed of Partition dated 26.03.1973 duly registered in the Office of the Sub-Registrar of Salcete under No. 615, Book No. I, Volume III dated 27.06.1973, where the said entire property was partitioned between the HUF (Hindu Undivided Family) and the members of the HUF.



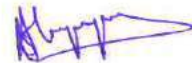
- That after the said partition the said property devolved onto Mr. Ramnath Govind Kare, Mr Suresh Govind Kare and Mr Ashok Govind Kare.
- That the said Mr. Ramnath Govind Kare, Mr Suresh Govind Kare and Mr Ashok Govind Kare along with their respective spouses Mrs Sharada Ramnath Kare, Mrs Aruna Suresh Kare and Pratibha Ashok Kare further subdivided the property into several smaller plots.
- That the said Ramnath Govind Kare and others filed a confirmation case in the Court of the Inspector of Land Survey and Land Records, City Survey, Margao, registered under Case No. 58/05, for the confirmation of the original property bearing Chalta No. 3 of P.T. Sheet No. 129 and Chalta No. 2 of P.T. Sheet No. 128 of Margao City Survey and the same was confirmed vide Judgement and Order dated 21.11.2005, wherein the new Chalta No. 34 of P.T. Sheet No. 129 admeasuring an area of 15,704 square meters was formed, out of the original Chalta No. 3 of P.T. Sheet No. 129 of Margao City Survey;
- That the said Ashok Govind Kare carried out partition, in terms of sec. 61 of the Land Revenue code, in the Court of the Deputy Collector and SDO of Salcete at Margao, of the property bearing Chalta No. 34 of P.T. Sheet No. 129 and the property bearing Chalta No. 2 of P.T. Sheet No. 128 of Margao City Survey, in order to carve out a separate and distinct plot admeasuring 500 square meters and the same was confirmed vide Judgement and Order dated 29.03.2006 in Case No, LRC/PART/33/2006/III.
- That accordingly the area of **the SCHEDULED PROPERTY** under scrutiny, bearing Chalta No. 34 of P.T. Sheet No. 129 was accordingly corrected to 15,536 square meters as seen in the said Judgement and Order dated 29.03.2006 in Case No. LRC/PART/33/2006/III and the same appears on the property card i.e. Form D.
- That the said Mr. Ramnath Govind Kare, Mr Suresh Govind Kare and Mr Ashok Govind Kare along with their respective spouses Mrs Sharada Ramnath Kare, Mrs Aruna Suresh Kare and Pratibha Ashok Kare sold **the SCHEDULED PROPERTY** under scrutiny to **M/S PRUDENTIAL DEVELOPERS** vide Deed of Sale dated 09.05.2006, registered in the

office of Sub-Registrar of Salcete under Reg. No. 2231 at pages 321 to 366, Book No. I, Volume No. 2018 dated 18/05/2006.

- That said **M/S PRUDENTIAL DEVELOPERS** carried out mutation of the survey records, in terms of the Land Revenue Code and accordingly the name of **M/S PRUDENTIAL DEVELOPERS** appears as the Holder in the Form D of the **SCHEDULED PROPERTY** under mutation no. 310343, by virtue of the Deed of Sale dated 09.05.2006, registered in the office of Sub-Registrar of Salcete under Reg. No. 2231 at pages 321 to 366, Book No. I, Volume No. 2018 dated 18/05/2006;
- That the said **M/S PRUDENTIAL DEVELOPERS** have duly obtained Development Order issued by the South Goa Planning and Development Authority under No. SGPDA/P/5469/71/13-14 dated 05.04.2013. and Development permission under Section 44 of the Goa Town and Country Planning Act, 1974 dated 21.02.2018.
- That the said **M/S PRUDENTIAL DEVELOPERS** have duly obtained No-objection issued by the Urban Health Centre, Margao vide letter bearing No. UHCM/NOC/13-14/191 dated 24.04.2013 and the No-Objection from Fire and Emergency Service dated 07.08.2013 bearing No. DFES/FP/C-1/3/13-14/199. Further the Conversion Sanad dated 18.02.2015 bearing No. AC-I/SAL/SG/CONV/82/2012/2480 issued by the Office of the Collector, South Goa, Margao, Goa, is also valid.
- That the said **M/S PRUDENTIAL DEVELOPERS** have duly obtained construction License No A/22/13-14 dated 22.05.2013, issued by the Margao Municipal Council, as per the approved plans annexed thereto alongwith latest renewal dated 23.06.2017 bearing No. 3/C/1/17-18/Renewal/TECH/2193.
- That the names of concerned persons appearing in the other remarks column of the Form D, including their legal heirs, as the case may be, are seen to be duly settled by virtue of :
 - a. Deed of Sale dated 25.03.2009 duly registered in the Office of the Sub-Registrar of Salcete under No. 1594, Book No. I, Volume No. 3356 dated 13.04.2009.



- b. Deed of Sale dated 10.08.2010 duly registered in the Office of the Sub-Registrar of Salcete under No. MGO-BK-1-04146-2010, CD No. MGOD24, dated 10.08.2010.
- c. Agreement dated 03.03.2005 executed before the Notary Meera Medhekar under her registration No. 695 dated 02.03.2005.
- That **the SCHEDULED PROPERTY** is not subject matter of any Land Acquisition Proceedings, as the owners of the property have not received any notice under the Land Acquisition Act and further no notification is published in the Official Gazette or Local Newspaper, till date.
- That **the SCHEDULED PROPERTY** does not come under the purview of the Goa Land (Prohibition of Construction) Act, 1995 and Amendments thereon.
- That the CIS of the South Goa District Court registry, does not show any pending litigation, as on date, which could be investigated, in connection to **the SCHEDULED PROPERTY** and any appeal/s filed thereafter/after the statutory period, shall be subject to appropriate adjudication and it shall accordingly lead to the revision of the present title report, upon receiving such request from the Developer.
- That there is a clear trace of title from the Mother Deed i.e. Deed of Partition dated 26.03.1973 duly registered in the Office of the Sub-Registrar of Salcete under No. 615, Book No. I, Volume III dated 27.06.1973 to the present title deed i.e. the Deed of Sale dated 09.05.2006, registered in the office of Sub-Registrar of Salcete under Reg. No. 2231 at pages 321 to 366, Book No. I, Volume No. 2018 dated 18/05/2006, read along with the Deed of Acknowledgment of Price dated 19.11.2008, duly registered in the Office of the Sub-Registrar of Salcete, under No. 5775 at pages 264 to 276, Book No. I, Volume 3201 dated 27.11.2008, in favour of the said **M/S PRUDENTIAL DEVELOPERS**, which now is known as **TRIDENTIA DEVELOPERS**.



OPINION

That in view of the above, in my considered opinion, the said **M/S TRIDENTIA DEVELOPERS formerly known as PRUDENTIAL DEVELOPERS**, are the present owners in title and possession of **the SCHEDULED PROPERTY** and consequently the said **M/S TRIDENTIA DEVELOPERS** have a good title and right to construct thereon, subject to the existing laws/rules and regulations, in force. Further, I have also perused a recent letter dated 13.04.2017 issued by the Chief Manager, Panaji Branch, TJSB Sahakari Bank Ltd dated 13.04.2017, which confirms that the Flats constructed in **the SCHEDULED PROPERTY** is not subject to mortgage except the commercial shop nos. 1,2,3,4,5,6,7,8, 9, 10 in Block A and hence based on such letter, without prejudice, I hereby further opine that the developer can certainly proceed with the sale of the Flats, to be constructed / constructed, in **the SCHEDULED PROPERTY**.



Adv. Sharon Albuquerque

Place : Margao – Goa

Date: 21.02.2018.