

AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES AT
PRABHU'S SIGNATURE

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

1. M/s JAI GANESH ISPAT & FERRO ALLOYS PVT. LTD., a company, duly incorporated under the Companies Act, 1956, having its registered office at 19/493/3, Shop No. 38, Models Millenium Vista, Caranzalem, Panaji, Goa, 403002, with CIN U27108GA2004PTC003685 and PAN No. AABCJ5430H, represented herein by its duly constituted attorney Shri. AMIT C. PRABHU, son of Shri. Chandrakant Prabhu, aged 35 years, businessman, married, resident of through its Director and Authorised Signatory, Mr. _____, son of Mr. _____, aged ____ years, married, Indian National, resident of Whistling Woods, Plot No. E-17, Vassant Nagar, Gogol, Margao, Goa;

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

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

All r/o Whistling Woods, Plot No. E-17, Vassant Nagar, Gogol, Margao, Goa, all partners Indian Nationals, hereinafter referred to as the

“PROMOTERS/LAND OWNERS/DEVELOPERS” (which expression unless repugnant to the context and meaning thereof shall mean and include his heirs, legal representatives, successors, executors, administrators and assigns) of the **ONE PART.**

AND

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

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

Indian National/s and hereinafter referred to as the **“PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S”**, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART.**

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.
- (b) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

- (d) The words “include” and “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- (e) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS by the member no. 1 and 2 of the **PROMOTERS/LAND OWNERS/DEVELOPERS** are represented by Mr. Amit C. Prabhu by virtue of Irrevocable General Power of Attorney dated 21/09/2018 duly registered in the office of the Sub-Registrar, Mormugao under Reg. No. MOR-BKPoA-00047-2018 and Power of Attorney dated 06/10/2015, duly executed before Notary Adv. Mrs. Vidya A Shet, the copies of the same are filed in the office of Sub-Registrar, Murmagao along with this agreement.

WHEREAS the member no. 1 of the **PROMOTERS/LAND OWNERS/DEVELOPERS** owns of the Plot of land admeasuring 6975.00 Sq. meters approximately, forming a separate and independent unit in itself being surveyed under Survey No. 8/1-B of Village Dabolim, erstwhile identified as Plot E-1 forming part of the Plot E of the property known as “ASSOI” or “ASSOY”, situated at Village Dabolim, within the limits of Village Panchayat of Dabolim, Taluka and Sub-District of Mormugoa, District of South-Goa, State of Goa, but enrolled in the Taluka Revenue Office under Matriz Nos. 675,

The bigger property “ASSOI” or “ASSOY” is better described in the SCHEDULE A hereunder written and is hereinafter referred to as “SAID ENTIRE PROPERTY”; the Plot E referred above is better described in the SCHEDULE B hereunder written and is hereinafter referred to as “Said Plot E” while the Plot E-1 now surveyed under Survey No. 8/1-B of Dabolim Village is better described in the SCHEDULE C hereunder written and is hereinafter referred to as “SAID PROPERTY”.

AND WHEREAS the SAID ENTIRE PROPERTY originally belonged to late Bernardino Theothonio Costa and his wife late Helena Floripes Fonseca e Costa. Pursuant to the death of said couple, an Inventory Proceeding bearing No. 28/1996/A was initiated in the Court of Civil Judge Senior Division at Vasco and vide Order dated 06/05/2008 the Said Property was allotted in favour of their legal heirs.

AND WHEREAS the legal heirs of the aforesaid couple, thereafter subdivided the Said Entire Property into five plots identified as Plot A to Plot E vide Development Permission dated 30/03/2011 issued by MPDA under Ref. No. MPDA/9-D-113/10-11/2078 and Development Permission from Village Panchayat Chicalim under Ref. No. VP/CHI/Sub-div/2011-12/174 dated 21/04/2011.

AND WHEREAS the sub-divided plot E was further divided into 26 plots viz. Plot E-1 to E-26 with roads and open spaces.

AND WHEREAS vide Agreement of Sale dated 27/06/2011, duly registered in the office of the Sub-Registrar, Mormugao under No. 913, Book No. I, Vol. No. 1282 at pages 160 to 176 on 12/07/2011, M/s Saroj Real Estate Services agreed to purchase from the legal heirs of the aforesaid couple, all the sub-divided plots in the sub division Plot E forming part of the Said Entire Property bearing Survey No. 8/1 except plots E-11 and E-22 on the terms and conditions as set out in the said agreement.

AND WHEREAS the legal heirs of the aforesaid couple obtained Conversion Sanad bearing No. COL/SG/CONV/51/2011 dated 27/06/2011 in respect of the Said Entire Property from the office of the Collector, South Goa and thereafter further revised the sub-division plans and obtained final approval bearing No. MPDA/9-D-113/2012-13/561 dated 18/07/2012 from the Planning and Development Authority

and Final Development Permission bearing No. VP/CHI/90/Final.sub.divi/NOC/12-13/895 dated 16/08/2012 from the office of the Village Panchayat of Chicalim, whereby the said Sub-divided plots E-1 to E-26 were reconverted into five plots E-1 to E-5.

AND WHEREAS said M/s Saroj Real Estate Services vide Deed of Sale dated 24/07/2012 registered in the office of the Sub-Registrar, Mormugao under No. 1020, Book No. 1, Vol. No. 1426 at pages 273 to 291 on 02/08/2012 purchased from the legal heirs of the aforesaid couple, said Sub-divided plot E-1 admeasuring 6975.00 Sq. meters.

AND WHEREAS vide Deed of Sale dated 27/08/2012 registered in the office of the Sub-Registrar, Mormugao under No. 1172, Book No. I, Vol. No. 1438 at pages 200 to 214 on 07/09/2012, said M/s Saroj Real Estate Services sold the SAID PROPERTY (Plot E-1) to Mr. Anand Chandra Bose.

AND WHEREAS in pursuance to the aforesaid purchase, said Mr. Anand Chandra Bose partitioned the Said Property from the Said Entire Property and in pursuance to the Order dated 11/01/2013 passed in the Partition Case No. LRC/PART/111/2012/103, the Said Property is now surveyed under Survey No. 8/1-B of Dabolim Village.

AND WHEREAS the SAID PROPERTY is now owned by the member no. 1 of the PROMOTERS/LAND OWNERS/DEVELOPERS by virtue of Deed of Sale dated 16/03/2015, duly registered in the office of the Sub-Registrar, Mormugao under Reg. No. MOR-BK1-00360-2015, CD No. MORD8 dated 16/03/2015.

AND WHEREAS vide Agreement for Joint Development dated 20/09/2018, duly registered in the office of the Sub-Registrar, Mormugao under Reg. No. MOR-BK1-01687-2018, the member no. 1 of

the **PROMOTERS/LAND OWNERS/DEVELOPERS** and the member no. 2 of the **PROMOTERS/LAND OWNERS/DEVELOPERS** have decided to develop the Said Property, by constructing Multi Family Dwelling /Commercial Building and swimming Pool, consisting of:

BLOCK A:

A entirely commercial block consisting of 2 shops (showroom spaces) and two level parking's exclusively meant for parking of occupants / visitors of Block "A" only; with separate gated compound and entrance separated from the Block B, which Block A shall have independent sewerage connection, water connection and electricity connection with separate transformer to cater the requirement of Block A and shall be owned and managed by the PRMOTERS/LAND OWNERS/DEVELOPERS and shall not form part of the Co-operative Housing Maintenance Society of Block B;

BLOCK B (comprising of Block B1 and B2)

Block B1 to consist of 48 number of Flats and 36 number of Shops Block

B2 to consist of 120 number of Flats

Or such additional shops/flats as may be approved/revised

with separate gated compound and entrance separated from the Block A.

AND WHEREAS in pursuance thereto the PRMOTERS/LAND OWNERS/DEVELOPERS have obtained following permissions and approvals in respect of the said development:

- (i) Conversion Sanad dated 27/01/2019 under Ref. No. COL/SG/CONV/51/2011(2019)/1317 issued by Collector, South-Goa;
- (ii) Development Permission dated 06/02/2019 issued by Mormugao Planning and Development Authority under Ref. No. MPDA/9-J-24/2018-19/1446;
- (iii) Construction Licence dated 20/02/2019 under Ref. No. VP/CHI/11/2018-19/65/2834 issued by V. P. of Chicalim.

(iv) NOC dated 19/02/2019 under Ref. No. SDE-II/VSG/Tech-1/2669/18-19 from Asst. Engineer, Electricity Department, Vasco-da-Gama, Vasco.

AND WHEREAS the development proposed in the Said Property i.e. Block A and Block B though shall be separate and independent in all aspects, are proposed to be developed with name “**PRABHU’S SIGNATURE**”.

This Complex “**PRABHU’S SIGNATURE**” is hereinafter referred to as “SAID PROJECT”.

AND WHEREAS the PROMOTERS/LAND OWNERS/DEVELOPERS has appointed an Architect registered with the Council of Architects and a Structural Engineer;

AND WHEREAS by virtue of the above said title Deeds and permission and licences obtained, the PROMOTERS/LAND OWNERS/DEVELOPERS, has the sole and exclusive right to construct the premises in the Said Project with intent to sell premises in the Block B of the said project, to be constructed by the PROMOTERS/LAND OWNERS/DEVELOPERS on the SAID PROPERTY and to enter into agreement/s with the Purchasers of the various Premises in Block B, to receive the sale price in respect thereof;

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S approached the PROMOTERS/LAND OWNERS/DEVELOPERS expressing his/her/their intention of purchasing premises in the Block B of the SAID PROJECT and demanded from the PROMOTERS/LAND OWNERS/DEVELOPERS and the PROMOTERS/LAND OWNERS/DEVELOPERS has given inspection and copies to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of:

1. all the documents of title relating to the Said Property and the plans, designs and specifications prepared by the PROMOTERS/LAND OWNERS/DEVELOPERS Architects, all approvals, permissions, approved plan;
2. the copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTERS/LAND OWNERS/DEVELOPERS, to the Said Property on which the Said Project is to be constructed;

3. the copies of the plans of the Layout as approved by the concerned Authority.

4. the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions at the Said Project;

without making any other representation other than what has been represented in this agreement, making it absolutely clear that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S may prefer to buy/acquire the premises in the Block B of the SAID PROJECT only if he/she/they is/are satisfied and agreeable with the title of the PROMOTERS/LAND OWNERS/DEVELOPERS, its development rights and other terms and conditions of construction, sale, maintenance as furnished and exclusion and separation of Block A and Block B with Block A not forming part of the maintenance society of Block B.

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

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

AND WHEREAS at the request of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S having understood entire scheme of development of the SAID PROJECT and its terms and conditions, the PROMOTERS/LAND OWNERS/DEVELOPERS has agreed to construct and sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the SAID PREMISES for a total consideration of Rs. _____/- (Rupees _____ Only), being the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only (but excluding undivided share in the land used for Block A), excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing; **AND WHEREAS** the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS prior to the execution of these presents the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have paid to the PROMOTERS/LAND OWNERS CUM DEVELOPERS a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the premises agreed to be sold by the PROMOTERS/LAND OWNERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Promoters hereby admit and acknowledge) and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have agreed to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the PROMOTERS/LAND OWNERS/DEVELOPERS has/will registered/register the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no. _____;

AND WHEREAS, under Section 13 of the said Act the PROMOTERS/LAND OWNERS CUM DEVELOPERS are required to execute a written Agreement for sale of said Apartment with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby agrees to sell and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agrees to purchase the Said Premises.

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

1. The PROMOTERS/LAND OWNERS/DEVELOPERS shall construct the SAID PREMISES in accordance with the plans as approved or as shall be revised by the concerned local authority from time to time. The PROMOTERS/LAND OWNERS/DEVELOPERS shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in respect of variations or modifications which may adversely affect the SAID PREMISES of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum 5% of super built-up area) agreed to be sold to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No approval of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained for variation (increase or decrease) upto 5% of the Super Built up area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

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

PROMOTERS/LAND OWNERS/DEVELOPERS hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the SHOP/FLAT No. ____ of _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area to be located on the _____ floor of the Block ____ of the Said Project as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A** for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTERS/LAND OWNERS/DEVELOPERS shall be as specified in **SCHEDULE E** hereunder.

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

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ Only) as advance and hereby agrees to pay to the PROMOTERS/LAND OWNERS/DEVELOPERS the balance amount of purchase (Rupees _____ Only), in the manner detailed out in **SCHEDULE F** herein later written.

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

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

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

(a) escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTERS/LAND OWNERS/DEVELOPERS undertake and agree that while raising a demand on the ALLOTTEE/S/PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS/LAND OWNERS/DEVELOPERS shall enclose the said notification/order/rule/regulation published/issued on that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S/PURCHASER/S, which shall only be applicable on subsequent payments.

b) escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the SAID PREMISES or in case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTERS/LAND OWNERS/DEVELOPERS.

However it is made absolutely clear that the PROMOTERS/LAND OWNERS/DEVELOPERS has absolute discretion not to entertain the request for change/changes in the plan as desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. All such changes desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, should be within the rules and regulations of competent authorities.

1.f. The PROMOTERS/LAND OWNERS/DEVELOPERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/S/PURCHASER/S after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon

confirmation by the PROMOTERS/LAND OWNERS/DEVELOPERS. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S within forty-five days of written demand by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. If there is any increase in the carpet area or if the Carpet Area of the Said Premises remains the same but the Super Built up area increases due to increase in terraces or balcony areas or common areas, then allotted to ALLOTTEE/S/PURCHASER/S, the PROMOTERS/LAND OWNERS/DEVELOPERS shall demand the deficit money from the ALLOTTEE/S/PURCHASER/S by written notice and the same shall be paid within the time mentioned in the said notice.

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

2.1 The PROMOTERS/LAND OWNERS/DEVELOPERS hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said premises.

2.2. Time is of essence for the PROMOTERS/LAND OWNERS/DEVELOPERS as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTERS/LAND OWNERS/DEVELOPERS, subject to clause 8 contained hereinlater, shall abide by the time schedule for completing the Block B of the Said Project and handing over the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after receiving the

occupancy certificate or the completion certificate or both, as the case may be.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement. Notwithstanding what has been agreed in this agreement, where the PROSPECTIVE ALLOTTEES/S or PROSPECTIVE PURCHASER fails to comply with its obligation, the PROMOTERS/LAND OWNERS/DEVELOPERS shall stand discharged from performing their reciprocal obligations.

3. The PROMOTERS/LAND OWNERS/DEVELOPERS hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PROPERTY is _____.00 square meters only and PROMOTERS/LAND OWNERS/DEVELOPERS have planned to utilize FAR of _____ Sq. Meters for Block A and _____ Sq. Meters for Block B of the Said Project. The PROMOTERS/LAND OWNERS/DEVELOPERS have disclosed the FAR of _____ as proposed to be utilized by it on the SAID PROPERTY for the Block B of the Said Project and PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by the PROMOTERS/LAND OWNERS/DEVELOPERS by utilizing the said FAR and on the understanding that the undeclared/proposed FAR in respect of the Block B and entire FAR of BLOCK A shall belong to PROMOTERS/LAND OWNERS/DEVELOPERS only. Further, if before the completion of the sale deeds of all the premises in the Block B of the SAID PROJECT, if the FAR of the SAID PROPERTY increases, the same shall be for the benefit of the PROMOTERS/LAND OWNERS/DEVELOPERS and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTERS/LAND OWNERS/DEVELOPERS, at its absolute discretion, without the requirement of any consent of the PROSPECTIVE ALLOTTEE/S can transfer the Development Rights (of unused/future FAR) to any other property owned by it. However, if called upon by the PROMOTERS/LAND OWNERS CUM DEVELOPERS and or any law requires obtaining of previous permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertake to communicate necessary no objection for utilisation of or transfer of unused or future FAR by the

PROMOTERS/LAND OWNERS CUM DEVELOPERS, without any demand for money.

4. The PROMOTERS/LAND OWNERS/DEVELOPERS shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall create any obstruction to the PROMOTERS/LAND OWNERS/DEVELOPERS from executing such additional construction to utilise the unused FAR of the SAID PROPERTY.

5. The PROMOTERS/LAND OWNERS/DEVELOPERS hereby agree that it shall initiate the process of formation of the Society within three months of obtaining occupancy certificate in respect of the Said Project PROVIDED THAT

- (i) as on the date of occupancy certificate, sale agreements have been executed in respect of minimum 60% of the total premises in the Block B of the Said Project;
- (ii) the requisite minimum number of allottees have signed and furnished the requisite applications/forms/papers for submission of application of registration of society, within 10 day of grant of Occupancy Certificate.

Where the above two conditions precedent does not get fulfilled, the society shall be formed upon fulfilment of above conditions.

It is made known by the PROMOTERS/LAND OWNERS/DEVELOPERS and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is aware that the society so formed shall be only in respect of the Block B and the Block A shall not be part of the Said Society.

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

PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS/DEVELOPERS.

6.2. Without prejudice to right of PROMOTERS/LAND OWNERS/DEVELOPERS to charge the interest in terms of sub clause (1) above, on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing default in payment on due date of any amount due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS/DEVELOPERS under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTERS/LAND OWNERS/DEVELOPERS shall be entitled at his own option, to terminate this Agreement:

6.3. **Provided** that, PROMOTERS/LAND OWNERS/DEVELOPERS shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTERS/LAND OWNERS/DEVELOPERS within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTERS/LAND OWNERS/DEVELOPERS shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTERS/LAND OWNERS/DEVELOPERS may in its absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be

deemed to be the date of service of notice for the purpose of counting the period of notice.

6.4. **Provided further** that upon termination of this Agreement as aforesaid, the PROMOTERS/LAND OWNERS/DEVELOPERS shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTERS/LAND OWNERS/DEVELOPERS) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS/DEVELOPERS but the PROMOTERS/LAND OWNERS/DEVELOPERS shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the consideration of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTERS/LAND OWNERS/DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking or proportionate share in the land.

6.5. Provided further, that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the said premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential amount to the PROMOTERS/LAND OWNERS/DEVELOPERS within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTERS/LAND OWNERS/DEVELOPERS shall make best endeavor to complete the block B of the Said Project by 30/09/2021.

If the PROMOTERS/LAND OWNERS/DEVELOPERS fails or neglects to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTERS/LAND OWNERS/DEVELOPERS shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the Said premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTERS/LAND OWNERS/DEVELOPERS received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTERS/LAND OWNERS/DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

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

1. War, Civil Commotion or Act of God.
2. Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the PROMOTERS/LAND OWNERS/DEVELOPERS from carrying out the work of Development and construction over the SAID PROJECT.
3. Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTERS/LAND OWNERS/DEVELOPERS over the Said Project.
4. Force-majeure causes or other reasons beyond the control of the PROMOTERS/LAND OWNERS/DEVELOPERS.
5. any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots,

vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.

6. any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time.

7. Any additional work in the Said premises undertaken by the PROMOTERS/LAND OWNERS/DEVELOPERS at the instance of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

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

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

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTERS/LAND OWNERS/DEVELOPERS shall have sufficient time to complete the Said Project. The Amenities of Swimming Pool, Clubhouse, Gym, Landscaped Garden, Backup generator for common area and lifts shall be completed after the Occupancy certificate of Block B.

9.1. **Procedure for taking possession** - The PROMOTERS/LAND OWNERS/DEVELOPERS, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTERS/LAND OWNERS/DEVELOPERS shall give possession of the Said Premises to the ALLOTTEE/S/PURCHASER/S, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is not guilty of any

provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree(s) to pay the maintenance charges as determined by the PROMOTERS/LAND OWNERS/DEVELOPERS as determined hereunder:

Maintenance charges for five year:

For Commercial Premises	:	Rs. 18,000/- x 5 = Rs. 90,000/-
For 1 BHK premises	:	Rs. 30,000/- x 5 = Rs. 1,50,000/-
For 2 BHK Premises	:	Rs. 30,000/- x 5 = Rs. 1,50,000/-
For 3 BHK Premises	:	Rs. 35,000/- x 5 = Rs. 1,75,000/-

The PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee shall maintain the said development scheme from the date of obtaining of occupancy certificate of Block B and thereafter for a continuous period of five years commencing from the date of occupancy certificate of Block B (for instance if Occupancy Certificate for Block B is obtained on 30/09/2021 as projected, then the PROMOTERS/LAND OWNERS/DEVELOPERS's responsibility or contract to maintain the Block B of the Said Project shall commence from 01/10/2021 and shall continue till 30/09/2026).

9.1.i) The clauses 9.1.i) to 9.1.v) of the present agreement shall itself be considered as an independent contract of maintenance in respect of Block B executed by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S with the PROMOTERS/LAND OWNERS/DEVELOPERS to be subsisting for five years from the date of Occupancy Certificate of Block B, unless the PROMOTERS/LAND OWNERS/DEVELOPERS require the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to execute a separate contract of maintenance for such period.

Such separate contract of Maintenance shall be executed on or before the delivery of possession of execution of Sale Deed, whichever is earlier. The PROMOTERS/LAND OWNERS/DEVELOPERS shall be at liberty to assign the maintenance contract to any nominee of its choice without any reference to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. This contract of maintenance shall be non-terminable till completion of five years from the date of obtaining occupancy certificate of Block B. The obligation of the

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

9.1.ii) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay unto the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee, the entire maintenance amount of five years the amount as specified in clause 9.1. above, at least five days before handing over of the possession of the said premises or within fifteen days of receipt of notice to take possession, whichever is earlier.

Such charges shall be utilized by the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee for maintenance of the Building, operation and maintenance of STP, operation and maintenance of lift, operation and maintenance of swimming pool, operation and maintenance of Club House, Gymnasium, operation and maintenance of generator, common electricity bill, common water bill, common lights, staircase, garden and open spaces, salaries of security persons, sweepers, electricians, plumbers and miscellaneous charges. In case society that shall be formed suggests any additional work of maintenance, the PROMOTERS/LAND OWNERS/DEVELOPERS shall accept such additional obligation subject to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the Society, paying in advance the entire amount of expenditure that shall be incurred towards such additional work, its operation and maintenance. The decision of the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee on the

additional expenditure towards such additional work, so demanded shall be final.

9.1.iii) Any unspent amount collected by the PROMOTERS/LAND OWNERS/DEVELOPERS towards the maintenance of the said building complex, if any, at the end of contract period, shall be considered as charges of the member no. 2 of the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee for the maintenance of the said development scheme.

9.1.iv) The maintenance charges mentioned herein above is on assumption basis and thus in case of any shortfall in the actual annual maintenance which shall become known on the expiry of the first year of maintenance, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall contribute such additional amount towards maintenance for subsequent years as may be demanded by the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee. Such additional sum shall be paid within 15 days of demand and if paid later shall attract interest @ 14% p.a. from the date of demand till the same is actually paid. The decision of the PROMOTERS/LAND OWNERS/DEVELOPERS or its nominee on the amount so spent shall be final.

9.1.v) It is made clear that in respect of the premises remaining unsold in the Block B of the said project, whether during the period of maintenance of the said project by the PROMOTERS/LAND OWNERS/DEVELOPERS or at any time after the expiry of maintenance contract, the PROMOTERS/LAND OWNERS/DEVELOPERS shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTERS/LAND OWNERS/DEVELOPERS shall not be required to contribute towards annual maintenance of the said building complex/said development scheme corresponding to the unsold premises.

9.2. The PROMOTERS/LAND OWNERS/DEVELOPERS on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in writing within 15 days of receiving the occupancy certificate of the Block B in respect of the premises booked. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the

postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

9.2.1. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to take possession within the time upon receiving a written intimation from the PROMOTERS/LAND OWNERS/DEVELOPERS as per clause 9.2 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the Said Project and the Building thereon. Where payment of maintenance charges delayed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the same with interest @ 14% p.a. from the date it became due till the date the same is paid.

9.3. Unless the defect is attributable to the acts of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other allottee/s in their respective premises, if within a period of five years from the date of Occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S brings to the notice of the PROMOTERS/LAND OWNERS/DEVELOPERS any structural defect in the Said Premises (Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls, pilling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of the floor or walls by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be considered as defect/s), then, wherever possible such defects shall be rectified by the PROMOTERS/LAND OWNERS/DEVELOPERS at its own cost and in case it is not possible to rectify such defects, then the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to receive from the PROMOTERS/LAND OWNERS/DEVELOPERS compensation for such defect or change.

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

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

12. As the Society to be formed shall be maintenance society, the PROMOTERS/LAND OWNERS/DEVELOPERS shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Property (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTERS/LAND OWNERS/DEVELOPERS and with the exclusion of undivided share in the land admeasuring ____ Sq. meters of the Block A) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate of Block B. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTERS/LAND OWNERS/DEVELOPERS as administrative charges for third party transfer. Administrative Charges payable to the PROMOTERS/LAND OWNERS/DEVELOPERS in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Within 15 days after notice in writing is given by the PROMOTERS/LAND OWNERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said premises is ready for use and occupation or five days before taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay the amount as specified in Clause 9.1., irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTERS/LAND OWNERS/DEVELOPERS, any additional amount, if any, so determined in terms of clause 9.1) to clause 9.1.v).

13.1. The amounts so paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS/DEVELOPERS, shall not carry any interest but any non-payment or default in payment of outgoings/maintenance charges on time by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be regarded as the default on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall entitle the PROMOTERS/LAND OWNERS/DEVELOPERS to charge interest @ 14% p.a. on the dues.

14. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall five days before delivery of possession of the said premises or within 15 days of demand by the PROMOTERS/LAND OWNERS/DEVELOPERS, whichever is earlier, pay to the PROMOTERS/LAND OWNERS/DEVELOPERS, the following amounts :-

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

OR

Rs. 1,50,000/- towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 2 BHK flat

OR

Rs. 1,75,000/- towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 3 BHK flat

OR

Rs. 1,25,000/- towards infrastructure tax, electricity connection, transformer cost and house tax charges (one year) in respect of Shop

- (iv) such sum as payable towards amount mentioned in clause 9.1 above
- (v) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTERS/LAND OWNERS/DEVELOPERS hereby represents and warrants to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

- i. The PROMOTERS/LAND OWNERS/DEVELOPERS as on date has clear and marketable title/development rights with respect to the said property; as declared in the title report and the PROMOTERS/LAND OWNERS/DEVELOPERS has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The PROMOTERS/LAND OWNERS/DEVELOPERS as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Property and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no known encumbrances upon the said property or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the said property or Project;

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

vi. The PROMOTERS/LAND OWNERS/DEVELOPERS has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

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

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

ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the

PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertakes to reimburse the PROMOTERS/LAND OWNERS/DEVELOPERS towards such amount so paid, proportionate to the super built up area of the Said Premises;

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

16. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whose hands the Said premises may come, hereby covenants with the PROMOTERS/LAND OWNERS/DEVELOPERS as follows :-

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

ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences of the breach. The Elevator/Lift in the Building shall be for use of humans only. No pets or heavy equipments/furniture shall be allowed.

- iii. To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTERS/LAND OWNERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said premises is situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said premises is situated and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the PROMOTERS/LAND OWNERS/DEVELOPERS and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises and the said project in which the Said premises is situated or any part thereof

or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the said land and the building in which the Said premises is situated.
- vii. Pay to the PROMOTERS/LAND OWNERS/DEVELOPERS within fifteen days of demand by the PROMOTERS/LAND OWNERS/DEVELOPERS, share of security deposit and other amounts as demanded by the PROMOTERS/LAND OWNERS/DEVELOPERS, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said premises is situated.
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said premises by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to any purposes other than for purpose for which it is sold.
- ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS/DEVELOPERS under this Agreement are fully paid up and only if the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PROMOTERS/LAND OWNERS/DEVELOPERS has intimated in writing to the PROMOTER and obtained the written consent of the PROMOTERS/LAND OWNERS/DEVELOPERS for such transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTERS/LAND OWNERS/DEVELOPERS unto the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S, without the consent of the PROMOTERS/LAND OWNERS/DEVELOPERS shall be invalid.

- x. The ALLOTTE/S/PURCHASER/S along with other ALLOTTE/S/PURCHASER/S of premises of the Block B of the said project shall join in forming and registering the Maintenance Society in respect of the premises forming part of Block B, to be known by such name as the PROMOTERS/LAND OWNERS/DEVELOPERS may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTERS/LAND OWNERS/DEVELOPERS within seven days of the same being forwarded by the PROMOTERS/LAND OWNERS/DEVELOPERS to the PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTERS/LAND OWNERS/DEVELOPERS to register the common organisation of PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- xi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Block B and the Said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and till five years from the date of occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall permit the PROMOTERS/LAND OWNERS/DEVELOPERS and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall abide by the directions/requisitions made by the PROMOTERS/LAND OWNERS/DEVELOPERS towards the upkeep and or maintenance of the said premises.
- xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicles in the allotted parking space/stilt parking space as allotted to him/her/them by PROMOTERS/LAND OWNERS/DEVELOPERS. No additional Parking spaces shall be provided to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S other than provided nor he/she/they can demand any additional parking space/s. Similarly the guests or visitors of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be permitted to park their vehicles inside the said building complex.
- xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PROPERTY.
- xv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PROPERTY.
- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTERS/LAND OWNERS/DEVELOPERS constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTERS/LAND OWNERS/DEVELOPERS.

- xvii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to abide by the rules specified by the PROMOTERS/LAND OWNERS/DEVELOPERS to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTERS/LAND OWNERS/DEVELOPERS during possession and maintain the uniformity of the elevation.
- xviii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTERS/LAND OWNERS/DEVELOPERS.
- xix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space.
- xx. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTERS/LAND OWNERS/DEVELOPERS.
- xxi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTERS/LAND OWNERS/DEVELOPERS.
- xxii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.
- xxiii. The Said Project shall be completed in Phased manner and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not create any obstruction to the PROMOTERS/LAND OWNERS/DEVELOPERS in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unsued FAR/increased FAR.

- xxiv. No feeding to pigeons or stay animals in and around the Said project.
- xxv. For any violation of the obligation of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S arising from this agreement, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay within seven days of demand a sum of Rs. 50,000/- per breach of obligation. Any payment thereafter shall attract interest @ 9% p.a. from the date of demand till the said amount is paid.
- xxv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not use the terrace of the building for the purpose of drying cloths or drying eatable items.
- xxvii. That the Amenities such as swimming pool, club house, gymnasium, garden provided in the Said Building Complex shall be for the exclusive use and benefit of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the residential flats only; the purchasers of the commercial units (shops) shall have no right to use the said amenities. For the purpose of use of swimming pool, PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall mean and include only those person/s who holds smart card in pursuance to clause contained herein in later and shall not include other members of the family, guests/visitors, tenant or licensee.
- xxviii. The swimming pool, Gymnasium, Club House and landscaped garden at the said building complex can be used only by the person holding smart card and no other person shall be entitled to use the swimming pool and or Gymnasium and or Club House and or landscaped garden. Smart Card for use of these amenities shall be allotted in the following manner:
- | | |
|------------------------------|--------------------|
| For single bed room premises |2 smart cards |
| For double bed room premises |4 smart cards |
| For triple bed room premises |5 smart cards |
- Five days before delivery of possession, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall provide the names of such person from his/her/their family whose name is to be enrolled on the Smart Card along with the passport size photo. The smart card is non-transferable, except with the transfer of the Said Premises.

xxix. A new smart card shall be prepared, upon payment of the requisite cost, in accordance to the rules contained herein, as and when the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S transfer/s the rights and interest in the said premises and the present agreement. This rule does not apply where the interest in the said premises is transferred to lessee or licensee as tenants/licensee shall not be allowed to use the said premises.

17. Any diligence shown by the PROMOTERS/LAND OWNERS/DEVELOPERS in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

18. The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROMOTERS/LAND OWNERS/DEVELOPERS. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROMOTERS/LAND OWNERS/DEVELOPERS regarding the stage of completion.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said premises or of the said premises and Building or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS/LAND OWNERS/DEVELOPERS.

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

21. In case any of the cheques issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement or any other amount due under this

agreement, when presented for payment is/are dishonored for any reason/s, the provisions of clause 6 shall apply immediately upon dishonor, except that the notice period in such a case shall be 15 days instead of 30 days as otherwise provided in clause 6 above. In addition thereto, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

Notwithstanding what has been stated above, for any dishonor of cheque issued in pursuance to this agreement, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay unto the member no. 2 of the PROMOTERS/DEVELOPERS or its nominee Rs. 1000/- per dishonor.

22. PARKING SLOT:

The Parking Slot corresponding to the SAID PREMISES is Parking Slot No. _____ located at the _____ level of Block _____ or the open parking space. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space as allotted to him/her/them by PROMOTERS/LAND OWNERS/DEVELOPERS and no double parking in the allotted space shall be allowed.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 premises, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S / SUBSEQUENT PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S

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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the Said premises, in case of a transfer, as the said obligations go along with the Said premises for all intents and purposes.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has to make any payment, in common with other PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTERS/LAND OWNERS/DEVELOPERS on the super built up area of the said premises and borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S accordingly.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. The PROMOTERS/LAND OWNERS/DEVELOPERS and/or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall present this Agreement as well as the conveyance at the proper

registration office of registration within the time limit prescribed by the Registration Act and the PROMOTERS/LAND OWNERS/DEVELOPERS will attend such office and admit execution thereof.

30. That all notices to be served on the PROMOTERS/LAND OWNERS/DEVELOPERS and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the PROMOTERS/LAND OWNERS/DEVELOPERS by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

31. Before taking possession of the Said Premises, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall physically inspect the SAID PREMISES and shall acknowledge via Affidavit his/her/their satisfaction about the construction of the said premises.

32. The Block A that shall be constructed in the Said Property, shall not form part of “PRABHU’S SIGNATURE CO-OPERTATIVE HOUSING MAINTAINENCE SOCIETY LTD” and as such the amenities in the BLOCK B shall be for the exclusive use and enjoyment of occupants of Block B. The Block A shall be separated by constructing a compound wall. The Plinth of BLOCK A and land around the BLOCK A within the compound wall shall be exclusively used and appropriated by the Occupiers or customers of BLOCK A. The Occupants of the Block B shall not have any right or title to the land wherein the Block A is situated, as the undivided proportionate share in the Said Property that shall be conveyed to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be with the exclusion of undivided share in the land admeasuring ____ Sq. meters used for Block A.

THE SCHEDULE A HEREIN ABOVE REFERRED TO

(Of the SAID ENTIRE PROPERTY)

All that property known as “ASSOI” or “ASSOY”, totally admeasuring 53157.00 Sq. meters, situated at Dabolim, within the limits of Village Panchayat of Chicalim,, Taluka and Sub-District of Mormugao, District of South-Goa, State of Goa, which proeprty is not described in the office

eof the Land Registrar of Mormugao but is enrolled in the Taluka Revenue office under Matriz No. 675 and is bounded as under:

- East : by properties under Survey No. 5/1, 6/1 and 7/1;
West : by Village Chicalim (Nullha);
North: by South Western Railway (or South Centre Railway);
South : by National Highway NH-17B.

THE SCHEDULE B HEREIN ABOVE REFERRED TO

(Description of the Said Plot E)

ALL THAT PLOT E admeasuring 10,870.00 Sq. meters, forming part of the property described in SCHEDULE A.

THE SCHEDULE C HEREIN ABOVE REFERRED TO

(Description of the Said Property)

ALL THAT Plot of land admeasuring 6975.00 Sq. meters approximately, forming a separate and independent unit in itself being surveyed under Survey No. 8/1-B of Village Dabolim, erstwhile identified as Plot E-1 forming part of the Plot E described in SCHEDULE B herein above written and is bounded as under:

- East : by 8.00 meters wide internal road and partly by open space and portion of land bearing Survey No. 8/1A of Dabolim Village;
West : by property bearing Survey No. 8/1 of Chicalim Village;
North : by Survey No. 8/1A and Plots E-3 and E-4 of Survey No. 8/1 of Chicalim Village;
South: by NH-17B.

SCHEDULE D

(OF THE SAID PREMISES)

ALL THAT Shop No. ____/Flat No. ____, admeasuring ____ Sq. metres of super built-up area corresponding to ____ Sq. meters of Carpet Area, located on the ____ floor of the Building B1/B2 of

Block B of the complex known as “PRABHU’S SIGNATURE ” under construction in the SAID PROPERTY described in Schedule C above and is bounded as under:

On the East : by
 On the West : by
 On the North : by
 On the South : by

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

SCHEDULE E

(AREASTATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;
 Built-up area : _____ Sq. meters;
 Carpet Area : _____ Sq. meters.

SCHEDULE F

(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTERS/LAND OWNERS/DEVELOPERS as per the Schedule given below:

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

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

SCHEDULE E

(Project Specification for Flats)

Structural Features:

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

Flooring:

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

1ft x 2ft dado tiles for bathroom walls

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

Kitchen:

Modular Kitchen with top and bottom cabinets.

Toilets

Branded CP fittings and sanitary ware.

Doors:

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

Windows:

Powder coated aluminium windows with 4 mm plain glass.

Electrical:

Concealed copper wiring.

Wall Paints:

Interior: Acrylic Oil bound distemper.

Exterior: Asian Weather shield Paint.

Security:

5 ft compound wall, 24 hours security.

(Project Specification for Shops)

Structural Features:

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

Flooring:

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

Shutter:

Electrical:

Concealed copper wiring.

Wall finish:

Interior: Acrylic Oil bound distemper.

Exterior: Asian Weather shield Paint.

NOTE:

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

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

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTERS/LAND OWNERS/DEVELOPERS:

Mr. AMIT CHANDRAKANT PRABHU

As attorney of PROMOTERS/LAND OWNERS/DEVELOPERS

The party of the First part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. AMIT CHANDRAKANT PRABHU

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. AMIT CHANDRAKANT PRABHU

**SIGNED, SEDAED AND DELIVERED BY THE WITHIN NAMED
 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S:
 MR./MRS. _____**

The party of the second part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.**

Witnesses:

1. Name :

Father's Name :

Age :

Address :

Signature :

2. Name :

Father's Name :

Age :

Address :

Signature :

