

AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed on this XX-XX-2022 at Panaji, Taluka Tiswadi, Registration, Sub-District of Ilhas, District of North Goa, in the State of Goa:

BETWEEN

SAMARTH ERECTORS, having PAN - _____, a registered Partnership Firm duly registered with Registrar of Firms, Ilhas, Goa under Registration No.56/2008, carrying on business of Builders & Developers, having its address at M-10, Mahalaxmi Niwas, Chidvilas Colony, St. Inez, Post Caranzalem, Panaji, Goa - 403 002, Hereinafter called as the "PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and administrators) represented by its Partners

1) **Mrs. VEENA DEVENDRA PRABHU TENDOLKAR**, having PAN - _____, wife of Mr. Devendra Prabhu Tendolkar, aged about 42 years, married, businesswoman, resident of M-10, Mahalaxmi Niwas, Chidvilas Colony, St. Inez, Post Caranzalem, Panjim, Goa - 403 002 and

(2) **Mr. DEVENDRA DILIP PRABHU TENDOLKAR**, having PAN - _____, son of Mr. Dilip Prabhu Tendolkar, aged about 47 years, businessman, married, Indian National, resident at M-10, Mahalaxmi Niwas, Chidvilas Colony, St. Inez, Post Caranzalem, Panaji, Goa - 403001

.... of the First Part,

AND

Mr. _____
Age :- _____ Years, Occupation :- _____,
PAN NO.:- _____
Residing at _____,

Hereinafter referred to as "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns)(in this expression Allottee, singular includes plural and masculine includes feminine) ...of the Second Part,

W H E R E A S,

a) The abovesaid **Mrs. VEENA DEVENDRA PRABHU TENDOLKAR** Partner of **SAMARTH ERECTORS** is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land with all the easementary rights attached thereto and appurtenant therewith lying and being Plot No.M/9, having an area admeasuring 576.00 Sq. Mtrs. and surveyed under survey number 115 sub division number 1-A, situated within the Panchayat limits of Village Taliegao, Taluka Ilhas, Sub-District Ilhas, District North Goa, in the State of Goa, having purchased the same vide a Registered Deed of Sale dated 23/10/2007 duly registered before the sub-Registrar of Ilhas at Panaji, under Registration No.2954, dated

25/10/2007 and more particularly described in **Schedule 'A'** hereinafter written. (Hereinafter called and referred for brevity's sake as '**SAID PLOT NO.M-9**');

- The said Mrs. Veena Devendra Prabhu Tendolkar herein was carrying on business of Builders & Developers as a sole proprietary concern in the name and style of 'SAMARTH ERECTORS' with the said Plot No.M-9 being its stock in trade;
 - The said Mrs. Veena Devendra Prabhu Tendolkar herein converted her above said sole proprietary concern into a partnership firm named and styled as 'SAMARTH ERECTORS' vide Deed of Partnership dated 26/3/2008 duly registered with Registrar of Firms, Ilhas, Goa under Registration No.56/2008, dated 18/4/2008 (being Mrs. Veena Devendra Prabhu Tendolkar and Mrs. Deepali Nitin Samant as the Partners thereof);
 - The said partnership firm 'SAMARTH ERECTORS' constructed a two story residential building known as 'SAMARTH ENCLAVE' on the said Plot No.M-9 as per the construction permission from the office of the village Panchayat of Taleigao Letter No.VP/TLG/07-08/4792 dated 29/12/2007 (construction license number VP/TLG/CONST.LIC./96/2007-2008/4792) and VP/TLG/07-08/5485 dated 28/02/2008 (construction license number VP/TLG/CONST.LIC./1103/2007-2008/5485)
- b) The abovesaid **Mr. DEVENDRA PRABHU TENDOLKAR** now a Partner of **SAMARTH ERECTORS** is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land together with the building thereon with all the easementary rights attached thereto and appurtenant therewith lying and being Plot No.M/10 having an area admeasuring 397 Sq. Mtrs. and surveyed under survey number 114 sub division number 1-A and survey number 115 sub division number 1-C, situated within the Panchayat limits of Village Taliegao, Taluka Ilhas, Sub-District Ilhas, District North Goa, in the State of Goa, having purchased the same vide a Registered Deed of Sale dated 14/03/2005 duly registered before the sub-Registrar of Ilhas at Panaji, under Registration No.1212, dated 21/03/2005 and more particularly described in **Schedule 'A'** hereinafter written. (Hereinafter called and referred for brevity's sake as '**SAID PLOT NO.M-10**');
- c) The said Plot No. M-9 & the said Plot No. M-10, being immediately touching each other, were amalgamated together and more particularly described in **Schedule 'A'** hereinafter written. (Hereinafter collectively called and referred for brevity's sake as '**SAID PROPERTY**') vide order no. NG PDA/755/1705/07 dated 05/10/2007.
- d) Subsequently permission for construction of additional five floors on existing building Samarth Enclave and construction of new building of four floors was applied for with the authorities by Mrs.Veena Devendra Prabhu Tendolkar and Mr. Devendra Dilip Prabhu Tendolkar (Hereinafter called and referred to as "**Confirming Parties**")

- The Confirming Parties have obtained the permission from the Greater Panaji Planning and Development Authority vide Order dated 25/10/2019 bearing Ref. No.GPPDA/224/Tal/407/2019 for proposed revision and addition of Five floors of the existing building to be known as **Samarth Enclave- Block A** and construction of new additional building of four floors to be known as **Samarth Enclave- Block B** situated at Taleigao bearing Survey No.115/1-A,115/1-C & 114/1-A on Plot M-9 and M-10 of Taleigao Village (The relevant copy of the GPPDA order is annexed herewith and marked as **ANNEXURE-A**) and the Construction license from Village Panchayat of Taleigao dated 13/02/2020 bearing Ref. No.VP/TLG/CONST.LIC./59/19-20/3659 was obtained for the same.

e) In the meanwhile, vide Deed of Admission Cum Retirement dated 19/12/2020 Mr. Devendra Prabhu Tendolkar has joined the said Partnership Firm i.e. 'SAMARTH ERECTORS' as partner and Mrs. Deepali Nitin Samant has retired as partner from the Said Partnership Firm.

- The name of Mr. Devendra Dilip Prabhu Tendolkar has been duly recorded as the Incoming Partner of "Samarth Erectors" with effect from 19-12-2020 and the name of said Mrs. Deepali Nitin Samant has been recorded as the retiring partner with effect from 19-12-2020 in the Register of Firms by the Registrar of Firms, Ilhas, Goa under sub-section (1) of Section 63 of Indian Partnership Act, 1932;
 - The said Mr. Devendra Dilip Prabhu Tendolkar has at the time of admission as partner introduced the said Plot No.M-10 herein as his capital in the Partnership firm 'SAMARTH ERECTORS' being its stock in trade;
 - Accordingly, the PROMOTER is seized & possessed of the said PROPERTY and is entitled and authorised to construct buildings thereon and to sell the Apartments in the said buildings
 - The PROMOTER proposes to develop a project named as "**SAMARTH ENCLAVE**" on the above said property consisting of residential flats, the details of which are as per the approved plan (hereinafter referred to as the **Project**).
 - The said project shall comprise of five additional floors on existing two story building Samarth enclave now to be known as "**SAMARTH ENCLAVE-Block "A"** & new building of four floors to be known as **SAMARTH ENCLAVE-Block "B"** (hereinafter referred to as the **Building/s**).
- f) The promoter has obtained necessary permissions from various Govt. departments and authorities for construction of the said Buildings on the said Property.
- The set of abovementioned approved plans, deeds, latest Village Form No.I/XIV and Search Report and Title Opinion has been shown separately to the Allottee and the same shall be read with this Agreement;

- g) The Promoter has already commenced the construction of the buildings **“SAMARTH ENCLAVE-Block “A” & SAMARTH ENCLAVE-Block “B”** upon the said property in accordance with the plans sanctioned by Greater Panaji Planning and Development Authority
- While sanctioning the said plans, the Planning Authority and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the said Property and the construction of the said Buildings and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;
- h) The PROMOTER has entered into agreement with **“M/s ULYSIS”** an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the PROMOTER also appointed structural engineer **“ Mr Jitendra M. Gaonkar ”** for the preparation of the structural design and drawings of the said Buildings and the PROMOTER accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building;
- i) The PROMOTER has at the time of allotment and prior to the execution hereof, shown and given inspection to the Allottee of all documents of title relating to the said Property and the plans, designs and specifications; copies of documents inter alia such as all sanctions, permissions, licenses, clearances etc issued in favour of the PROMOTER by various local/ government/ semi government bodies; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (hereinafter referred to as said **“ACT”** and said **“Rules”** respectively) and the Allottee has satisfied himself about the plans, designs and specifications of the building and the below mentioned Apartment (hereinafter referred to as the said **Apartment**), title of the PROMOTER, and PROMOTER’s rights to construct the said building including and to allot and sell the said Apartment;
- j) The Allottee knowing well the above facts and having satisfied with the sanctioned plan, floor plan, specifications, design, areas, location of the building, amenities, common area, title documents, sanctions, applied for allotment of a residential Apartment bearing No. _____, admeasuring _____ Sq.Mtrs. Carpet area as per RERA on _____ floor of the said building **Samarth Enclave - Block A / Block B.**
- The said Apartment alongwith area statement is more particularly described in the **Schedule - B** written hereunder and is more particularly described by delineating in red in the floor plan annexed-Marked as **ANNEXURE -B.**, with general specifications more particularly described in the **‘Schedule - C’** written hereunder.
- k) Relying upon the said application the PROMOTER agreed to allot to the Allottee herein the said Apartment at the price and on the terms and condition hereinafter appearing, and the PROMOTER issued to the Allottee an “Allotment Letter” dated _____ to that effect;
- l) Prior to the execution of these presents the Allottee has paid to the PROMOTER a sum of Rs _____/- (Rupees _____)

only) (not exceeding 10% of the total consideration) being part payment of the sale price/consideration of the Apartment agreed to be sold by the PROMOTER to the Allottee. The payment and receipt whereof the PROMOTER both hereby admit and acknowledge and the Allottee has agreed to pay to the PROMOTER the balance of the sale price/consideration in the manner hereinafter appearing;

- m) The Allottee having satisfied with the specification of the said Apartment; and with the above said title documents and sanctions inspected by him, agreed to purchase the said Apartment from the PROMOTER and the PROMOTER agreed to sell the same to the Allottee for and at the price hereinafter mentioned;
- n) The PROMOTER has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on 11/05/2022 bearing Registration No. **PRGO05221605** ; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE -D**;
- o) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof as under:-

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

- 1) The PROMOTER shall construct the said Buildings consisting of five additional floors on existing two story building Samarth enclave now to be known as **"SAMARTH ENCLAVE- Block A** & new building of four floors to be known as **SAMARTH ENCLAVE- Block B"** in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.
- 2) The PROMOTER does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said Apartment bearing No. _____ admeasuring _____ Sq.Mtrs. Carpet area as per RERA(The detailed area statement is more particularly described in the **Schedule - B** written hereunder) in said Building **'Samarth Enclave - Block A / Block B.'** being constructed on the said property unto and in favour of the **Allottee** herein, subject to the terms and conditions hereof, and the **Allottee** does hereby agree to purchase the same from the **PROMOTER** for and at the consideration of Rs. _____/- (_____) paid / to be paid as per the Payment Schedule annexed hereto as **Schedule - D**.
- 3) The abovementioned consideration is inclusive of the consideration for the proportionate common area and facilities appurtenant to the building Premises, cost of electricity meter and Electricity Meter Deposit and maintenance of the said building for six months from the date of the Occupancy certificate and the Promoter will not charge the Allottee anything separately for the same.

- The above said total consideration is exclusive of GST (Goods and Services Tax) or any other similar tax/es which may be levied, in connection with the sale / supply of the said Apartment and the Allottee shall pay the same separately to the PROMOTER at the time of payment of each of the installments as provided in **Schedule – D** hereof.
 - The above said total consideration is escalation-free, save and except 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee separately for any upgradation / changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.
- 4) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee shall make all payments, on intimation by the Promoter, through A/c Payee cheque /demand draft/RTGS/NEFT or online payment in favour of **“SAMARTH ERECTORS-A/C No.”, THE SARASWAT CO-OPERATIVE BANK LTD., PANJIM Branch, IFSC Code – SRCB0000071**The Promoter herein on reaching construction milestone/stage as mentioned in the said Schedule - D shall intimate the amount payable in writing by Post/E-mail/SMS/Hand delivery to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation.
 - 5) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
 - 6) The Promoter shall confirm the final carpet area, enclosed balcony carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony carpet area subject to a variation cap of four percent. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, enclosed balcony carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no.2 of this Agreement.
 - 7) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- 8) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Apartment, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Apartment.
- 9) Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, only upon the execution and registration of Deed of Cancellation, the Promoter shall refund the amount till then received from the Allottee without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Promoter to the Allottee till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

For whatsoever reason if the Allottee herein, without any default or breach on his part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee herein shall issue a prior written notice to the Promoter informing the intention of the Allottee to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee shall be entitled to receive the refund of the

amount till then paid by the Allottee to the Promoter without any interest thereon within a period of six months, by deducting;

a) if the cancellation is done within three months of the date of this agreement

(i) an amount of Rs.50,000/- (Rupees Fifty Thousand Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST charged by the Promoter to the Allottee till the date of such termination.

b) if the cancellation is done after three months of the date of this agreement

(i) an amount of Rs.1,00,000/- (Rupees One Lac Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST charged by the Promoter to the Allottee till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein, in respect of the said Apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

- 10) The Promoter shall have first and permanent lien and charge upon the said Apartment and on the right, title and interest of the Allottee in the said apartment for all moneys due and payable by the Allottee to the Promoter under this agreement.
- 11) The Promoter shall construct on the said property the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 12) (a) The **PURCHASER** and the other purchasers of Apartments in the said building shall assist the PROMOTER in forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the said property and the said building.

(b) It shall be entirely at the discretion of the Promoter to decide whether the Apartment owners should form a Co-operative Society, a Limited Company, an Association of Persons or any other entity (hereinafter referred to as the **ENTITY**).

- It is agreed by and between the parties hereto that the PROMOTER shall have the ENTITY formed of the premises owners of **'Samarth Enclave'** as a whole. However the PROMOTER shall have the option to have separate entities formed of each Block of **'Samarth Enclave'** as the VENDOR may deem fit.
- (c) When the Promoter takes a decision in this matter, the purchaser and other apartment of **'SAMARTH ENCLAVE-Block A'** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the ENTITY and for the conveyance of the said property and/or **'SAMARTH ENCLAVE- Block A'** in the name of the ENTITY and if required the Promoter and purchasers/allottees of the apartments of **SAMARTH ENCLAVE-Block 'B'** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the separate ENTITY.
- Accordingly, the Allottees of **SAMARTH ENCLAVE Block-A** shall have no right to the area occupied by the apartment of **SAMARTH ENCLAVE Block-B** and similarly the Allottees/purchasers of **SAMARTH ENCLAVE Block-B** shall have no right to the area of the **SAMARTH ENCLAVE Block-A** except for permanent use of the 6 meter wide common road as an ingress and egress to **SAMARTH ENCLAVE Block-B**, which is shown plan annexed to this deed.
 - It is further clarified that respective part of the Said Property & Building to be transferred to the ENTITY of **'SAMARTH ENCLAVE-Block A'** allottees is marked in blue & to the ENTITY of **'SAMARTH ENCLAVE-Block B'** is marked in yellow is as per the plan attached – **ANNEXURE - C**.
 - It is further clarified though area marked in blue in Annexure – C mentioned above will be transferred to the ENTITY of **'SAMARTH ENCLAVE-Block A'** allottees, the allottees of ENTITY of **'SAMARTH ENCLAVE-Block B'** shall have the permanent right, without ownership, of use of the 6 meter wide common road marked in Hatched blue as an ingress and egress to **SAMARTH ENCLAVE Block-B**.
- (d) The Purchaser 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.
- (e)The Purchaser hereby agree/s and undertake/s to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the promoter the same within 10 (ten) days of the same being intimated by the promoter to the Purchaser.
- (f) No objection shall be taken by the Purchaser if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by the promoter or by any competent authority.
- (g) The Purchaser shall be bound, from time to time to Sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the promoter and of the other apartment owners in **'SAMARTH ENCLAVE- Block A'**.
- (h)The Promoter shall be in absolute control of those premises in **'SAMARTH ENCLAVE- Block A'**, which remain/s unsold. Should the promoter decide to retain any apartments in **'SAMARTH ENCLAVE- Block A'** he shall join the ENTITY as a member along with the other Apartment Holders.

In respect of the apartments which remain unsold at the time of formation of the ENTITY, the Promoter shall have the privilege and right to sell such Apartments to any person as per his discretion any time in future.

The ENTITY shall always extend requisite co-operation to the Promoter for giving membership of the ENTITY to such a new Purchaser and such membership will be given by accepting the membership fee, admission fee and share money without charging society's premium (Transfer Fee).

Since the Promoter is holding these unsold Apartments with the intention to sell out the same to intending Purchasers, the Promoter shall not be liable to pay any maintenance charges and it is only the new Purchasers of the unsold Apartment who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Purchaser has agreed to such an arrangement and he shall scrupulously follow the same forever. This condition shall also be binding on the ENTITY.

- (i) 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 promoter or by the Advocate of the promoter.
- (j) All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the Purchaser and the other purchasers of premises in such proportion as may be decided by the promoter and/or the ENTITY.

13) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Apartment to the Allottee obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee herein and the ENTITY, as far as they are applicable to it.

14) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

- a. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on or before 31/12/2024. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

The promoter shall be entitled for further extension if the completion of the project in which the Apartment is to be situated is delayed on account of –

- (i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“**Force Majeure**”).

(ii) specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

- b. The Promoter herein is developing the said Project which consists of certain common facilities / areas like Society Office, Common toilet, Electric Meter Cabin, Watchman cabin etc., the construction / development of the said common amenities will be completed in due course along with the completion of said Project. The Promoter, assures to hand over possession of the said common amenities on or before **Thirty First December Two Thousand Twenty-four (31/12/2024)**. The Allottee herein agrees and conveys that he shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.
- c. The Allottee further agrees that even where 'substantial completion' of works has been done, only after receiving Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.
- d. The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee intimating that, the said Apartment is ready for use and occupation. The Allottee herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter / ENTITY, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottees to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee shall be solely responsible for the same.
- e. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

- f. After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the ENTITY or the competent authority, as the case may be, as per the local laws. Further that the Allottee has given his specific confirmation herein that the responsibility of title of the properties mentioned in the Schedule- A shall be on the Promoter up and until the conveyance of the same as envisaged hereinafter.
- g. Except for occurrence of the events stated herein above, if the promoter fails to complete or is unable to give possession of the said Apartment; (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as specified in the Rules of the said Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as specified in the Rules of the said Act, on all amounts paid by the Allottee, for every month of delay, till handing over of the possession of the said Apartment.

15) Time is an essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the ENTITY after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule" above for brevity).

16) If within a period as specified in the Rules of said Act, the Allottee from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

It is clarified that the liability of the Promoter to remedy defects shall not extend to:

a) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s (including the family members, servants, occupants, licensees of such Purchaser/s) i.e. against the guidelines, precautions, warranties, warnings on the products and services provided in the said Project;

b) any such defects if the same have been caused by reason of any additions and alterations in the Flat or in the fittings, pipes, water supply connections or any of the erection (including flooring) in the Toilets/ Kitchen/ of the Flat done by the Purchaser/s (including the family members, servants, occupants, licensees of such Purchaser/s);

c) any such other events caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the Flat or the fixtures or fittings provided therein.

That it shall be the responsibility of the Allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building and if the annual maintenance contracts are not done / renewed by the Allottee the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

That the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Apartment / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the

Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building as stated in this Agreement. That further it has been agreed by the Allottee that any damage or change done within the Apartment sold or in the building done by him or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same.

17) The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the said Property as per the Search report shown to the Allottee and the Promoter has the requisite rights to carry out construction upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out construction of the Project and shall obtain requisite approvals from time to time to complete the construction of the project;
- iii. There are no encumbrances upon the said Property or the Project.
- iv. There are no 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 Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the ENTITY, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the ENTITY;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities.

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the Project.
- 18) Till such time the ENTITY is formed and the conveyance of the said property in the name of the ENTITY of '**SAMARTH ENCLAVE-Block A**' and '**SAMARTH ENCLAVE-Block B**' allottees is made separately, the Allottee or any/all persons into whosoever hands the said Apartment may come at the instance or intention of the allottee, hereby covenants with the Promoter as follows :-
- i) To pay the Promoter regularly every month, on or before the tenth day of each month or in lump sum as may be decided by the Promoter, beginning from the expiry of 18 months from the date of the Occupancy Certificate such proportionate share of the Purchaser as may be determined by the Promoter towards (a) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property and the said Building standing thereon and (b) all other outgoings and expenses like insurance premium, management expenses, upkeep, maintenance and repairs, the common lights, common sanitary and other utility services, remuneration, salaries and wages of watchmen, supervisors, sweepers and other persons employed for the aforesaid purposes in respect of the said Building standing and the said Property.
 - ii) To maintain the said Apartment at the Purchaser's own cost in good condition from the date the possession of the said Apartment is taken and to carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iii) 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - 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 said 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 Promoter and/or the ENTITY.

- v) 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 said Property and the said building in which the said Apartment is situated.
 - vi) To bear and pay increase in local taxes or 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 Purchaser for any purposes other than for purpose for which it is sold.
 - vii) To observe and perform all the rules and regulations which the ENTITY may adopt 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 Apartments 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the ENTITY regarding the occupancy and use of the Apartment/Building on the said property. The Purchaser shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this deed of sale.
 - viii) To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
 - ix) Not to post any advertisement or poster of any kind on the building without the permission of the ENTITY / Promoter. The Purchaser shall not make or allow the making of any noise or use or play any musical instrument, radio, TV or amplifier at high pitch or do any work or thing or act or conduct himself or allow any person in the said Apartment to conduct or do anything in such a way that might reasonably cause irritation, annoyance or disturbance to any other resident or occupier of the said building.
 - x) Not to keep any domestic or other animal in the said Apartment without abiding with the relevant rules, laws or regulations and without the permission of the ENTITY / Promoter.
 - xi) To use the parking space for parking purposes only.
 - xii) To indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein by the Purchaser.
- 19) The Allottee has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and also the changes therein proposed by the Promoter and the Allottee shall not raise any complaint / objections of whatsoever nature and shall

abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee has agreed to purchase the said Apartment from the Promoter.

- 20) The Promoter will provide only internal electrical wiring and fitting to the said Apartment, and will provide for electricity supply arrangement to the said premises through the Electric Transformer to be installed in the said property. It is clearly understood & agreed by the Allottee that the Promoter will not be responsible, if, in future, there arise any problem in respect of electricity supply to the Apartment due to any transformer or cable failure by whatever reason.
- 21) The Promoter will provide the water supply to the said building through PUBLIC WORKS DEPARTMENT through sump tank to respective **Block**, which shall be pumped to overhead tanks.
The Promoter shall be responsible for creating internal water and drainage distribution system.
It is clearly understood & agreed by the Allottee that the Promoter will not be responsible if, in future, there arise any problem in respect of water supply to the said Apartment due to shortage of water supply from PWD.
- 22) The Allottee shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.
- 23) The Allottee shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee in any manner whatsoever until entire consideration and all dues, taxes, GST etc. payable by the Allottee under this agreement are paid in full and only if the Allottee has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the ENTITY to whom the said Property /Project Land and the said Building thereon may have been assigned or transferred in the manner inter alia hereby envisaged.
- 24) After the Promoter 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 who has/have taken or agreed to take such Apartment.
- 25) The Conveyance of Title as envisaged under the Real Estate(Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:
 - a. The said Project shall be known and called as **“SAMARTH ENCLAVE”**
 - b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act,2016 and The Goa Co-operative Societies Act,2001.
 - c. The Allottee shall become member of the ENTITY and shall co-operate with the Promoter in that regard in all respect.

- d. The Allottee shall observe rules and regulations of the **ENTITY**. The Allottee either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.
 - e. The amenities/facilities, common areas and rights of ways etc. earmarked to **Block-A** shall be enjoyed by all the Allottees of said Project under **Block-A** jointly. Similarly the amenities/facilities, common areas and rights of ways etc. earmarked to **Block-B** shall be enjoyed by all the Allottees of said Project under **Block-B** jointly unless the Promoter has provided otherwise. After completion of the said Project the common areas and amenities/ facilities shall be handed over by the Promoter to the **ENTITY** and the **ENTITY** shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the **ENTITY** or respective Apartment Allottees.
 - f. Promoter shall (subject to his right to dispose of the remaining Apartments, if any, of the said Project) execute the conveyance of the structure of said Building or block of that said Building and common areas and amenities/ facilities in favour of the **ENTITY** as per the prevailing provisions. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Promoter.
 - g. Under no circumstances, the Allottees shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottees either to the Promoter or to any other agencies or authorities are actually paid by the Allottees.
 - h. That Allottees of "**SAMARTH ENCLAVE Block-A**" shall have indivisible share in the area of **Block-A** and similarly, the Allottees of "**SAMARTH ENCLAVE Block-B**" shall have indivisible share in the area of **Block-B**, which is more particularly shown in the plan annexed- ANNEXURE -C.
- 26) The Allottees hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell /allot such Apartments to any person/s as per his discretion any time in future. The Allottees shall always extend requisite co-operation to the Promoter for giving membership of the **ENTITY** herein to such a new Allottee and such membership will be given by accepting the membership fee, admission fee and share money without charging society's premium (Transfer Fee). Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges and / or society's premium of unsold Apartments to the **ENTITY** and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee has agreed to such an arrangement and he/they shall scrupulously follow the same forever. This condition shall also be binding on Allottee and the **ENTITY** as the case may be.
- 27) The Promoter shall give membership of the **ENTITY** to the Allottee only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee shall sign necessary forms, papers and documents as per the direction of the Promoter as and when required by the Promoter in this respect.

- 28) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Promoter or to the ENTITY. The Allottee/s shall not be entitled to any interest on sums so paid.
- 29) On conveyance /assignment of the Property to the ENTITY, the excess of the above collected amounts shall be paid by the Promoter to the ENTITY as the case may be.
- 30) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee on receipt of intimation thereof with required evidencing documents, by the Joint Allottee/s, the name of such deceased Allottee shall be deleted and the ownership shall completely vest exclusively with Joint Allottees and to exclusion of any other heirs of such deceased Allottee. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.
- 31) Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.
- 32) 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 Property and Building/s or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, open parking spaces, lobbies, staircases, terraces will remain the property of the Promoter until the conveyance is made in favour of the ENTITY, as envisaged hereinbefore.
- 33) The Allottee shall not at any time demand partition of his interest in the said Apartment and/or in the said Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee in the said Apartment and/or in the said Property / Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favour of the Allottee except as is herein expressly provided.
- 34) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, etc in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee. The Allottee hereby undertakes to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings etc. and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee.

- 35) The Allottee hereby agrees that till the management of the said Building of the said Project is handed over to the ENTITY, the Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land.

The Allottee hereby authorizes the promoter to spend and apply the amount so collected from the Apartment Allottees for maintenance, housekeeping and essential common areas and amenities/facilities and such other purposes the Promoter thinks proper from time to time.

- 36) For the purpose of this transaction the Promoter has relied on the representations of the Allottee that the amount of total consideration in respect of the said Apartment payable by the Allottee to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules there under.
- 37) The Allottee has willingly participated in the said Project of the Promoter and Allottee shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee hereby indemnifies the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee hereby indemnifies to keep the Promoter harmless and free from such losses.
- 38) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
- 39) All notices to be served on the Allottee in connection with this Agreement shall be deemed to have been duly served on the Allottee if sent to Allottee /to any one of the Allottee by Registered Post/Speed Post / E-mail at following address:

Name & Address of Allottee:-

Notified Email ID: _____

- 40) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of PROMOTER:-

SAMARTH ERECTORS

M-10, Mahalaxmi Niwas, Chidvilas Colony, St. Inez,
Post Caranzalem, Panaji, Goa – 403 002

Notified Email ID: devendraprabhu74@gmail.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. Further, that in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose

name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottees.

- 41) The Allottee shall pay adequate stamp duty, registration charges and present this Agreement at proper registration office within the time limit prescribed by the Registration Act and the Allottee and the Promoter shall attend such office and admit execution thereof.
- 42) Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 43) The Allottee and the ENTITY shall follow and comply inter alia all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars there under, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee and the ENTITY, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.
- 44) Provided that any deduction of an amount made by the Allottee on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immovable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee, only upon Allottee submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not

been produced or submitted by the Allottee to the Promoter, the Allottee shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee.

- 45) In case the Allottee mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee agrees to do so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.
- 46) This Agreement, along with its schedules and annexure, 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.
- 47) 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Further, the Allottee agrees that he shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ENTITY expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.
- 48) 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.
- 49) 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.
- 50) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the

Promoter and the Allottee herein. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar of Ilhas. Hence this Agreement shall be deemed to have been executed at PANJIM.

- 51) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 52) 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 'Goa Courts' will have the jurisdiction for this Agreement.
- 53) This Agreement may only be amended through written consent of the Parties.
- 54) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement are to be exclusively borne and paid by the Allottee.
- 55) The Promoter shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.
- 56) The ENTITY herein shall alone be responsible for renewals inter alia of all permissions, sanctions, NOCs etc. such as Fire NOC, Elevator NOC etc. Upon completion of the said Project and offering to handover possession of the apartment to the respective allottee the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, any such liability of renewal under any law if discharged by the Promoter even after handing over the possession of the said Apartments to the allottee and the conveyance as envisaged herein, all the Apartment's Allottees / ENTITY shall reimburse / compensate the expenses as may be incurred by the Promoter in that regard.
- 57) The value of the apartment at the Ready Reckoner rates for the purpose of Stamp duty is **Rs.** _____/- (Rupees _____ Only) . The sale price/consideration to be paid by the allottee to the Promoter i.e. **Rs.** _____/- (Rupees _____ Only).The non judicial stamps of **Rs.** _____/- (Rupees _____ Only) is affixed on the Value of **Rs.** _____/- (Rupees _____ Only) on the document as Registration Stamp Duty.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRSTMENTIONED

SIGNED SEALED AND DELIVERED
By within the name of **PROMOTER**
For SAMARTH ERECTORS

Mr. Devendra DilipPrabhu Tendolkar

Partner
Mrs. Veena Devendra Prabhu Tendolkar
Partner

By within the name of **Confirming Parties**

Mr. Devendra Dilip Prabhu Tendolkar

Mrs. Veena Devendra Prabhu Tendolkar

SIGNED AND DELIVERED by within
Named **Allottee**,
Mr. _____

In the presence of

()

SCHEDULE - A

(Particulars of said Plot M-9 herein above referred to)

ALL THAT said Plot No.M-9 (nine) is admeasuring an area of 576 sq. mts. forming part of the larger property described under Land Registration No.945 at folios 542 of Book B-11 old of the containing coconut trees and mango trees, situated at St. Inez, Land Registration of Tiswadi preserved in Historical archives and is named fifth part of coconut grove named "OdlemMorod" village Taleigao, Taluka Tiswadi, Goa, bearing Matriz No.23 and surveyed under new Survey Record of Rights under Survey No.115 Sub-Division No.1-A and having residential house bearing No.983 of Village Taleigao, within the Panchayat limits of Village of Taleigao and is bounded as follows:

On the East : By plot no.M-10 and open space,

On the West : By plot no.M-8,

On the North : By Open space and

On the South : By 10 meters wide road.

(Particulars of said Plot M-10 herein above referred to)

ALL THAT said Plot No.M-10 (ten) is admeasuring an area of 397 sq. mts. forming part of the larger property described under Land Registration No.945 at folios 542 of Book B-11 old of the containing coconut trees and mango trees, situated at St. Inez, Land Registration of Tiswadi preserved in Historical archives and is named fifth part of coconut grove named "OdlemMorod" village Taleigao, Taluka Tiswadi, Goa, bearing Matriz No.23 and surveyed under new Survey Record of Rights partly under Survey No.114 Sub-Division No.1-A and partly under Survey No.115 Sub-Division No.1-C of Village Taleigao, Taluka Tiswadi, Goa within the Panchayat limits of Village of Taleigao and is bounded as follows:

On the East : By open space,

On the West : By plot no.M-9,

On the North : By Open space and

On the South : By 10 meters wide road.

(Particulars of said Amalgamated Plot herein above referred to as the said property)

ALL THAT AMALGAMATED PLOT referred to as the SAID PROPERTY totally admeasuring an area of 973 sq. mts. forming part of the larger property described under Land Registration No.945 at folios 542 of Book B-11 old of the containing coconut trees and mango trees, situated at St. Inez, Land Registration of Tiswadi preserved in Historical archives and is named fifth part of coconut grove named "OdlemMorod" village Taleigao, Taluka Tiswadi, Goa, bearing Matriz No.23 and surveyed under new Survey Record of Rights under Survey No.115 Sub-Division No.1-A, partly surveyed under Survey No.114 Sub-Division No.1-A and partly under Survey No.115 Sub-Division No.1-C of Village Taleigao, Taluka Tiswadi, Goa within the Panchayat limits of Village of Taleigao and is bounded as follows:

- On the East : By open space,
On the West : By plot no.M-8,
On the North : By Open space and
On the South : By 10 meters wide road.

For SAMARTH ERECTORS

Mr. Devendra Dilip Prabhu Tendolkar

Partner

Mrs. Veena Devendra Prabhu Tendolkar

Partner

Mr. _____

Allottee

Promoter Allottee

Mr. Devendra Dilip Prabhu Tendolkar

Mrs. Veena Devendra Prabhu Tendolkar

Confirming Parties

SCHEDULE - B

(Giving particulars of the Apartment hereby sold)

ALL THAT Apartment No. _____ situated _____ Floor, admeasuring _____ Sq. mtrs. of super built up area and RERA Carpet area _____ sq. mtrs. in the building by the name "SAMARTH ENCLAVE – Block-A" constructed in the amalgamated plot, better described in Schedule-A herein above and more particularly identified in the plan in red colour outline in the plan annexed to this deed.

For SAMARTH ERECTORS

Mr. Devendra Dilip Prabhu Tendolkar

Partner

Mrs. Veena Devendra Prabhu Tendolkar

Partner

Mr. _____

Allottee

Promoter Allottee

Mr. Devendra Dilip Prabhu Tendolkar

Mrs. Veena Devendra Prabhu Tendolkar

Confirming Parties

SCHEDULE – C

GENERAL SPECIFICATIONS OF THE SAID APARTMENT

- * SOLID RCC FRAME STRUCTURE.
- * DOUBLE GLAZED VITRIFIED TILES FOR FLOORING AND SKIRTING OF FLATS.
- * BLACK GRANITE TOP KITCHEN PLATFORM WITH SS SINK AND GLAZED TILE DADO OF 60 CM. HEIGHT FROM PLATFORM.
- * AQUAGUARD POINT IN KITCHEN.
- * DOOR HEIGHT GLAZED TILE DADO IN TOILETS.
- * EUROPEAN W.C. AND WASH BASIN.
- * INSTANT GEYSER POINT IN TOILET.
- * CONCEALED PLUMBING IN FIRST QUALITY SANITARYWARE AND FIRST CLASS C.P.FITTING.
- * CONCEALED COPPER WIRING.
- * ALUMINIUM SLIDING WINDOWS.
- * TEAK WOOD DOOR FRAMES AND SOLID CORE FLUSH DOORS FOR MAIN DOOR AND INTERNAL DOORS.
- * LIFT.
- CEMENT BASED WALL CARE PUTTY AND PREMIUM PAINT FOR INTERNAL WALLS.
- EXTERNAL WALLS PAINTED WITH APEX PAINT.

For SAMARTH ERECTORS

Mr. Devendra Dilip Prabhu Tendolkar

Partner

Mrs. Veena Devendra Prabhu Tendolkar

Partner

Mr. _____

Allottee

Promoter Allottee

Mr. Devendra Dilip Prabhu Tendolkar

Mrs. Veena Devendra Prabhu Tendolkar

Confirming Parties

SCHEDULE - D

The Allottee has to make the payment to the Promoter as per following schedule for Block-A.

10 %	at the time of booking of the said apartment.
15%	on completion of plinth level of the building pertaining to said building.
7.5%	on completion of first floor slab of the building pertaining to said building.
7.5%	on completion of second floor slab of the building pertaining to said building.
7.5%	on completion of third floor slab of the building pertaining to said building.
7.5%	on completion of fourth floor slab of the building pertaining to said building.
7.5%	on completion of fifth floor slab of the building pertaining to said building.
7.5%	on completion of sixth floor slab of the building pertaining to said building.
7.5%	on completion of seventh floor slab of the building pertaining to said building.
7.5%	on completion of eighth floor slab of the building pertaining to said building.
5%	on completion of masonry work of the said apartment.
3.5%	on completion of plastering of the said apartment.
1.5%	on completion of flooring of the said apartment.
2.5%	on completion of electrification & plumbing of the said apartment.
1.5%	on completion of painting of the said apartment.
1%	at the time of possession of the said apartment.
100%	Total

For SAMARTH ERECTORS

Mr. Devendra Dilip Prabhu Tendolkar

Partner

Mrs. Veena Devendra Prabhu Tendolkar

Partner

Mr.

Allottee

Promoter Allottee

Mr. Devendra Dilip Prabhu Tendolkar

Mrs. Veena Devendra Prabhu Tendolkar

Confirming Parties