

AGREEMENT TO SALE

THIS AGREEMENT made at Porvorim on this day of, in the year Two Thousand and Twenty.

BETWEEN

Mr. BHARAT THAKRAN Proprietor company of Company Gulshan Homez and Developer's, Income Tax P.A.N : AGJPT8469K. Site Office : GHD AVENUE, 154/13 , Village TIVIM, Distt. North Goa, GOA- 403502. Corporate Office: 1718, Journalist colony, Porvorim Goa. 403521 Through it's Proprietor – **MR. BHARAT THAKRAN** Age about : 38 years, Occupation : Business...Hereinafter referred to as **THE OWNER/PROMOTER** [which expression unless repugnant to the context or meaning thereof shall mean and include its Directors for the time being constituting the firm their respective heirs, executors, administrators and assigns] ...of **the FIRST PART**.

AND

1) **Mr.**, Age : 35 years, Occupation : SERVICE, Income Tax P.A.N : _____.

2) **Mr.**, Age : ___ years, Occupation : RETIRED SERVICE MAN, Income Tax P.A.N : _____. Both Residing at,GOA.

Hereinafter referred to as **THE PURCHASER/S** [Which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and his/her/their permitted assigns] of **the SECOND PART**.

WHEREAS All that piece and parcel of land and ground under Survey No 154/13 situated in the area known as Village TIVIM, Taluka BARDEZ, Distt. NORTH GOA, GOA having land area of 925 Sqr mtr. The limits of as Village Village TIVIM, Taluka BARDEZ, Distt. NORTH GOA, GOA and within the

Registrar of Taluka MAPUSA, NORTH GOA as per Property Card extract, and more particularly described in Para A of the first Schedule hereunder.

AND WHEREAS the said property was owned by Gulshan Homez and Developer's Proprietor Mr. BHARAT THAKRAN. entered and executed Sale Deed dated 16/05/2019, registered with the Office of the Sub-Registrar Mapusa vide it's Registered Serial No.1624-BLR-2019 dated 16/05/2019. Mr. BHARAT THAKRAN OWNER of land obtained various permission/sanctions for development of the said property from the concerned authorities and various concerned government offices. Plans for construction of Residential Building is/are sanctioned by the Town and country planning order No. TPB/5160/TIV/TCP-19/4513 dated 01/10/2019 and TPB/5160/TIVIM/TCP-20/1252 Dt. 12-03-2020 and Panchayat NOC UNDER Commencement Certificate No F42/19-20/3338 dated 17/03/2020. In future further revised plans will be submitted/ filed for sanctioning with the Town and country planning office North Goa by consuming the entire existing FSI, additional FSI, premium FSI available/made available as per rules, TDR available as per rules and/or by utilizing all or any possible FSI as is available and/or as may be made available as per existing rules and as per rules amended from time to time. The Owner/Promoter alone has the sole and exclusive right to construct and allot / sell flats, units, etc. in the Residential Building until 4 floors to be constructed/under construction on the said land comprising of units/flats/villas /Residential units, etc. Constructed on the said Land and is further entitled to enter into agreement/s with the Purchaser/s of the units/flats and to receive the sale price thereof. Accordingly the Owner/Promoter has undertaken construction and development work on the said land. The Purchaser/s demanded from the Owner/Promoter and the Owner/Promoter has given inspection to the Purchaser/s of all the plans of the Residential Building to constructed/under construction on the said land comprising of units/ flats. The Purchaser/s demanded from the Owner/Promoter and the Owner/Promoter has given inspection to the Purchaser/s of all the plans for construction of the Residential Building which is/are sanctioned by the concerned departments. The Purchaser/s demanded from the Owner/Promoter and the Owner/Promoter has given inspection to the Purchaser/s and their advocates of all the documents of title relating to the said land, the sale deed/s, the plans, designs and specifications prepared by

the Owner's/Promoter's Architect and of such other documents as are specified under the The Real Estate (Regulation and Development) Act, 2016, Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 & related applicable acts/rules as amended upto date (hereinafter collectively referred to as "the said Act") and rules made there under and the Purchaser/s and their advocate have gone through it and is fully satisfied with the same. The copy of the certificate of title issued by the Advocate of the Owner/Promoter, copy of extract of Village Form I and XIV showing the nature of the title of the Consenting Party to the said land on which the units are constructed or are to be constructed and the copies of the plans and specifications of the units agreed to be purchased by the Purchaser/s approved or to be approved by the concerned local authority have been annexed hereto and marked Annexure "A", "B", "C" respectively. The Owner/Promoter has got approved/will time to time get revised approval from the concerned local authority plans, specifications, elevations, section and details of the Building under construction/to be constructed on the said land having ground / land area of 925 Sq Mtr.. and present sanctioned FSI and proposed future maximum permissible FSI. The Owner/Promoter will get revised approval of the plans from the concerned local authority along with specifications, elevations, section and details of the Building under construction/to be constructed up till 4 floors, having 4 apartment's on each Floor by consuming further FSI/additional FSI/TDR and the purchaser have verified the said proposed plan /s and have confirmed the same. The purchasers have further given their unconditional consent for the same and have undertaken not to object the same on any grounds whatsoever. While sanctioning the said plans/ while time to time sanctioning the revised plans the concerned local authority and/or Government have laid/will lay down certain terms, conditions, stipulations and restrictions which will have to be observed and performed by the owner/Promoter while developing the said land and the said buildings and upon due observance performance of which only the completion certificate in respect of the building/ wings shall be granted by the concerned local authority.

The Owner/Promoter offered to the Purchaser/s for allotment of**BHK**, **Flat No.** admeasuring carpet area about **sq.mtr.**, on **floor**, along with 1 open/covered car parks, to be constructed on the said land described in First Schedule, which unit is more particularly described in Annexure D hereunder written and which for the sake of convenience is hereafter referred to as “**the said Unit**”. The Purchaser/s herein is aware of the fact that the Owner/Promoter herein has entered or shall enter into similar or separate agreements with several other persons in respect of the other units/flats/open areas, etc. in the said land and in the layout of the project. Relying upon the said offer, and subject to whatever stated herein after the Owner/Promoter agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing. Under the said Act, the Owner/Promoter is required to execute a written statement for sale of the said unit to the Purchaser/s, which is hereby executed.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. **The Owner/Promoter** herein has obtained sanction of building plan/s and/or will obtain sanction of revised building plans in respect of the building which is under construction/to be constructed, on the said land more particularly shown in Schedule written hereunder and **the Owner/Promoter** herein shall continue to construct and complete the construction of the said buildings on the said land in accordance with the plans, designs and specifications approved/ as may be time to time approved by the concerned authority, which have been seen and approved by the Purchaser/s subject to such alterations, additions and modifications as the Owner/Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority/ Government to be made in them or any of them.
2. **The Owner/Promoter** herein has specifically informed the Purchaser/s that, the present sanctioned building plan received from the Concerned Authority / Local Authority is for the present FSI, and increase in FSI of the said land and/or floating FSI, TDR or FSI for road widening or any other FSI,

etc. is to be received and the same will be utilized for construction of additional upper floors. The Purchaser/s hereby gives his/her/their irrevocable consent to the Owner/Promoter herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and plans of the buildings which are under construction or to be constructed on the said land, and also gives consent for change in the location of the roads, transformers, generators, covered & open parking areas under stilts and in marginal areas, drainage lines, water lines, electrical lines, water tanks, etc. in building plan/layout plan and also plan/s sanctioned or to be sanctioned for the building/wings under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, construct covered parking in marginal open spaces, etc. as the Owner/Promoter in its sole discretion may think fit and proper and/or such alterations, additions, modifications which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or by Owner/Promoter. Provided that such changes do not affect the purchaser and if such changes are not acceptable to the purchaser, then the owner/promoter shall repay back the amount paid by the purchaser to them with applicable simple interest per annum.

3. Provided that the Owner/Promoter shall not require to obtain prior consent in writing of the Purchaser/s for any alterations and modifications.

4. Relying on the Purchaser's representation and assurances, the Owner/Promoter herein has agreed to sell and the Purchaser/s has / have agreed to purchase **flat No** **admeasuring carpet area about sq.mtr.**, on **..... floor** along with 1 open/covered car parks, in the Building, which Unit/flat is more particularly shown delineated in red color boundary line and the aforesaid premises are referred to or called as "THE SAID UNIT", at or for total mutually agreed lump sum consideration of **Rs.00/- (RupeesONLY)** including the price for car parking and proportionate share in the said land of, excluding and subject to the encumbrances of restricted areas and facilities, and also includes price of the common areas and facilities, appurtenant to the premises and also **excluding the expenses for stamp duty and registration fees AND GST** which shall be paid by Purchaser/s separately. The carpet area of the unit is taken as the total area of the flooring measured between external wall/s before plaster and shall include all rooms, kitchen, toilets, bathroom, w.c., passages, enclosed balconies of the unit, area below doors, vertical columns

inside the unit measured between external wall/s before plaster and includes vertical columns inside the said unit. The nature, extent and description of the common areas and facilities are more particularly described in the Schedule written hereto. The Owner/Promoter and the Purchaser/s agree not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement. The Purchaser/s herein shall pay the aforesaid agreed lump sum consideration to the Owner/Promoter herein in the following manner's:- -----

| Particulars ----- | Amount ----- |
|-------------------|--------------|
| ----- | |

(i) Rs. ___/-10% as earnest money on Booking before execution of these presents.

(ii) Rs. ___/-20% on signing of these presents.

(iii) Rs. ___/-15% On commencement of Foundation of the said unit.

(iv) Rs. ___/-15% On commencement of First Floor Slab of the said unit.

(v) Rs. ___/-15% On commencement of Second Floor Slab of the said unit.

(vi) Rs. ___/-5% On commencement of brick work, walls & internal plaster.

(vii) Rs. ___/- 5% On commencement stair cases, lift wells, lobbies, up to the floor of the said unit.

(viii) Rs. ___/-5% On commencement of external works of the building.

(ix) Rs. ___/-5% On commencement of all mechanical works of the building, including paving of area/s appurtenant.

(X) Rs. ___/-5% on offer of Possession of said property.

The Purchaser/s herein shall pay the aforesaid amount on due date or within 15 days from the Owner/Promoter giving the written intimation to the Purchaser/s calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

5. It is hereby agreed that subject to the terms of this Agreement and as per term of this agreement the Owner/Promoter and the Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate. The Purchaser/s shall not be entitled to claim possession of the said unit until the completion certificate in respect of the said unit is received by the Owner/Promoter and the Purchaser/s pays all dues payable under this agreement in respect of the said

unit to the Owner/Promoter and the Purchaser/s has paid the necessary deposits, etc. and signed / executed the possession documents, etc.

6. It is hereby declared that sanctioned plan/s has / have been shown to the Purchaser/s and the Floor Space Index, if any, utilized as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property to be used on the said land is also made known to the Purchaser/s. In this Agreement, the word FSI or the Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its building regulations or bye-laws. The Owner/Promoter shall be entitled to float F.S.I. of entire layout to any other property and vice-versa if so permitted by the concerned authority.

7. Provided always, the power of termination under this Agreement shall not be exercised by the Owner/Promoter, unless the Owner/Promoter has given to the Purchaser/s 15 (fifteen) days, prior notice in writing on the address as mentioned in this agreement, of its intention to terminate the Agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this Agreement and the Purchaser/s has / have failed and/or neglected to rectify the breach or breaches within the period of 15 (fifteen) days of such notice. Provided further that upon termination of this Agreement, the Owner/Promoter shall refund to the Purchaser/s the installments or price which the Purchaser/s have till then paid to the Owner/Promoter (except stamp duty, GST, any other taxes & Registration fees), but without any interest and after deducting a lump sum amount towards administration and other expenses etc. The aforesaid amount shall be paid by the Owner/Promoter to the Purchaser/s after resale of the said unit in the manner of receipt of consideration from new Purchaser/s and on such condition the Owner/Promoter shall be entitled to resell the said unit and/or dispose of or otherwise alienate the same in any manner as the Owner/Promoter in its sole discretion thinks fit.

8. The Purchaser/s is aware that depending upon various promises and assurances given by the Purchaser/s, the Owner/Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Purchaser/s for any reason whatsoever, the Owner/Promoter in addition and without

prejudice to other remedies and rights and towards reimbursement and damages, shall also suffer great loss and hardship and the work may also be affected. Therefore in the event of this Agreement being terminated by the Purchaser/s for any reason whatsoever, the Owner/Promoter shall be liable to repay the amount received by the Owner/Promoter on resale of the said unit, after deducting all amounts incurred or suffered by the Owner/Promoter in case of such cancellation. In any case the Purchaser/s shall not have right to terminate or cancel this agreement after possession for whatsoever reason.

9. The specifications of the unit and the fixtures, fittings and the amenities to be provided by the Owner/Promoter to the said unit are described in the Annexure E. The Purchaser/s shall not demand any changes in the plan of the unit annexed herewith. The Owner/Promoter may modify the size of the doors and windows shown in the sanctioned plan and the plan annexed hereto. The specifications described in the Annexure E are general and due to constant developments and changes, the specifications and amenities are subject to comparable replacement or change without any notice and the Purchaser/s has agreed to the same.

10. The Owner/Promoter herein shall give possession of the said unit to the Purchaser/s on/or within 30 months from the date of execution of this agreement, with a grace period of further six months. Provided that the Owner/Promoter shall be entitled to reasonable extension of time for giving possession of the said unit, if the construction and completion of building in which the said unit is to be developed is delayed on account of; a) non-availability of steel, cement, other building materials, water or electric supply; b) war, civil commotion or act of God; c) Any notice, order, rule, notification of the Government / PMC and /or other public or Collector, or any disputes or matters relating to the Property pending final determination by the courts or any other authorities; d) Changes in any rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project; e) Any act beyond the control of the Owner/Promoter. Also in the event of this Agreement being terminated by the Promoter for any of the aforesaid reason, the Purchaser shall be entitled to refund of the amount paid by him/them along with applicable interest on the amount/s paid to the promoter by the purchaser as per terms of this

agreement. The Owner/Promoter shall be liable to repay the amount/s paid as per terms of this agreement along with applicable simple interest (except for amount paid towards GST, paid taxes/chess, stamp duty & Registration fees). In any case the Owner/Promoter shall not have right to terminate or cancel this agreement after handing over possession of the said unit. Also if possession of the said unit is delayed beyond a period of 60 months from the date of registration, with a grace period of 3 months, without any acceptable reason then the purchaser for such delayed period shall be entitled applicable interest as compensation for the delayed period.

11. If within a period of one year/s from the date of obtaining completion certificate from the Office of Panchayat Tivim , the Purchaser/s brings to the notice of the Owner/Promoter any defect in the unit or the building/s wing, then such defects or unauthorized changes shall be rectified by the Owner/Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Owner/Promoter reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of neglect of the Owner/Promoter itself and shall not mean defects caused by normal wear and tear, negligent use of the premises by the Purchaser/s. Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Owner/Promoter has given the necessary intimation of completion under this clause, whichever is earlier. Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes water supply connections or any of the erection in the bathroom / toilet / wc / as this may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/Promoter, the defect liability automatically shall become void & also the Purchaser/s shall be liable for the consequences thereof.

12. The Purchaser/s shall use the said unit or any part thereof or permit the same to be used only for the purpose permitted by the local authority.

He/she/they shall use the parking space (if allowed for exclusive use) only for the purpose for keeping or parking the Purchaser/s own vehicle. The Purchaser/s of the units shall not use the internal passage staircase/or common place for keeping, storing, displaying any articles. The Purchaser/s hereby agrees not to use the said unit for any illegal use of the said unit/building/wing. The Purchaser/s shall not cover or enclose the attached sit-outs, terraces, dry balconies at any time and in any manner.

13. The owner / promoter along with other Purchaser/s of units on completion of construction shall join in forming and registering a Society or an association of apartment owners and also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed society or an association of apartment owners and duly fill in, sign and return to the Owner/Promoter within 15 days of the same being forwarded by the Owner/Promoter to the Purchaser/s, so as to enable the Owner/Promoter to register the Organization.

14. Unless prevented by the circumstances beyond control of the Owner/Promoter, it is agreed that separate or combined society will be formed and registered and property will be conveyed to the society within Five years from and/or after (i) completion of construction of all buildings in the entire scheme / layout and utilization of entire FSI and TDR, permissible to be utilized on the said land either existing and / or as may be amended in future as per development control rules (whether previously got sanctioned or not), and (ii) acceptance of the draft of sale deed by the Parties concerned (i.e. by owners, Owner/Promoter and society) by their mutual consent, and (iii) after payment of all the dues, amounts and considerations including stamp duty etc. by the members of the society) or unless prevented by circumstances beyond control of the Owner/Promoter, it is agreed that the said land or any part thereof along with building/s constructed or to be constructed thereon shall be submitted to the provisions of said act/acts and the unit will be conveyed by the Owners and the Owner/Promoter herein within the applicable time from and after (i) completion of construction of all buildings in the entire scheme / layout and utilization of entire FSI and TDR,

permissible to be utilized on the said land as per Development Control Rules (whether previously got sanctioned or not), and (ii) booking and sale of all the units in the scheme, and (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. the owner, Owner/Promoter and unit purchaser/s) by their mutual consent, and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by unit purchaser/s, whichever is later. as the case may be shall be subject to the exclusive, limited common, etc. rights of the unit/s holders and commitments of the Owner/Promoter. The Owner/Promoter shall be entitled to amend / frame the bye-laws, rules etc., of the Society or Association as per the terms of the building/ wing, side margin around the building / wing and common amenities. It is hereby agreed that the Owner/Promoter has the exclusive right of allotment of parking spaces under stilts or top terraces a space in the side margins of the building and/or around the building to one or more person/s of their choice, for their exclusive use and such person/s to whom such top terraces or parking spaces are allotted shall be admitted as the members of the Society or Association. It is hereby agreed that the areas mentioned in sub-para (A) of the Second Schedule shall be the common areas and facilities and the Owner/Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose of other areas and facilities in such manner as the Owner/Promoter thinks fit. Subject to and as per terms stated in this agreement, the Purchaser/s shall take possession of the said unit within 30 days from the date of intimation (by email and registered post) by the Owner/Promoter. The Purchaser/s shall be liable to bear and pay from the date of completion certificate of the said unit or from the date of possession of the said unit (whichever is earlier) all taxes, chess, water and electricity charges, etc. in respect of the said unit. The Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit or in lump sum monthly amount) of outgoing in respect of the said land and building/wings and expenses for the common facilities namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, street lights, repairs, and salaries of clerks, bill collectors, pump/s, expenses for lifts, generator, chowkidars, sweepers, gardeners, security, expenses for running

maintenance and repairs of facilities provided in the common areas and all other expenses necessary and incidental to the management and maintenance of the said land and building/ wings, road, common facilities, etc. in respect of the said land to the respective authorities and/or ad-hoc committee appointed by the Owner/Promoter or authorized committee appointed by the Society or Company or Association which is to be formed by the Owner/Promoter as stated hereinbefore. Until the Society or an Association of Apartment Owners of all the units purchaser/s has been formed and registered and the said land and building/wings or the administration of the building/wings is handed over or transferred to it, the Purchaser/s further agrees that until the Purchaser/s share is determined the Purchaser/s herein shall pay to the Owner/Promoter or to such person as may be appointed / nominated by the Owner/Promoter a provisional monthly contribution as demanded, towards the outgoings (excluding property taxes, electricity & water consumption bills, etc.). Till the time the Goa Electricity department meter is installed by the concerned authorities and power is supplied by them and till such time water and other services are made available by the concerned authorities, the owner promoter will be entitled to charge the purchaser, the amount spent by them towards procuring electricity/water/such services, from alternate agency/sources and such expenses shall only be charged on the actual amount spent by the owner/promoter, in proportion of the area held by the buyer. The Owner/Promoter may increase the maintenance charges appropriately at its discretion if required & the Purchaser/s has given Consent for the same. The Purchaser/s herein has specifically agreed to pay his contribution for running and maintaining the lifts / elevators / genset irrespective of whether the Purchaser/s uses these facilities or not and irrespective of the floor on which the unit is located and also irrespective of the use of the lifts/ elevators by the Purchaser/s.

15. Subject to and as per terms stated in this agreement, before delivery of possession of the unit, the Purchaser/s shall pay to the Owner/Promoter the Purchaser/s share of stamp duty and the registration charges payable on the conveyance or any document or instrument of transfer in respect of the said land and the building / wings or unit or admission as member etc. to be executed in favour of the Society or Purchaser/s herein after adjustment of the stamp duty paid to this Agreement. At the time of possession the

Purchaser/s shall deposit with the Owner/Promoter the amount/s as may be demanded by the Owner/Promoter towards expenses for execution and registration of the sale deed/conveyance document. The Owner/Promoter is not liable to pay any interest on such deposit, nor refund the deposit before execution of conveyance deed. a) To maintain the said unit at Purchaser/s own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said unit or the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said unit

16. The Purchaser/s is hereby prohibited from raising any objection in the matter of allotment or sale of accommodation / unit / flat /top terraces, etc. by the Owner/Promoter on the ground of nuisance, annoyance, or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. The Purchaser/s by executing this agreement has given his/her/their irrevocable consent.

17. Subject to and as per terms stated in this agreement, the Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said unit may come, doth hereby covenant with the Owner/Promoter as follows for the said unit and also for the building/ wing in which the said unit is situated) To maintain the said unit at Purchaser/s own cost in good tenantable repair and condition from the date of completion certificate and shall not do or cause to be done anything in or to the said unit or the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said unit and/or the building in which the said unit is situated and the said unit itself or any part thereof. Not to store in/outside the said unit / building / wing / surrounding area, passage, any goods which are hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage

the staircases, common passages or any other structure of the building / wing including entrances of the building/ wing and in case any damage is caused to the building in which the said unit is situated or to the said unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach. b) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same condition, state and order in which it was delivered by the Owner/Promoter, provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and supervision of the Owner/Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority & shall indemnify the Owner/Promoter. c) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, or in or to the building / wing in which said unit is situated and not to make any alteration in the elevation and outside color scheme of the building / wing and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable, repairable condition, and in particular, so as to support shelter and protect other parts of the building/ wing and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural material/s, in the said unit, building/wing without the prior written permission of the Owner/Promoter and/or the Society or an Association of Apartment Owners as the case may be. d) To fully insure the said unit & building / wing at Purchaser/s own cost & expenses & not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance. e) Not to throw dirt, rubbish, rags, garbage or other recycled material, OR permit the same to be thrown from the said unit in the compound or any portion of the said land and the building/wing. f) Pay to the Owner/Promoter within seven days on demand from the Owner/Promoter, the Purchaser/s share of security deposit demanded by the concerned local

authority or the Government for giving water, electricity or any other service connection to the building/wing in which the said unit is situated. g) To bear and pay the local taxes, water charges, insurance and such other levies from the date of completion certificate or from the date of possession whichever is earlier in respect of the said unit and building and also any additional increased taxes, insurance etc. which are or will be imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said unit by the Purchaser/s. To pay Goa Electricity bills from the date of installation of meter by concerned department. The Owner/Promoter shall not be responsible if electric meter/connection is disconnected due to non-payment of bills of such meter, whether possession of the unit is taken or not. h) The Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Purchaser/s interest or benefit factor of this agreement or part with the possession of the said unit until all the dues payable by the Purchaser/s to the Owner/Promoter under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach or nonobservance of any terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Owner/Promoter and obtained written consent thereof. The Purchaser/s, if required, shall apply for housing loan from any company/institution and on request of the Purchaser/s the Owner/Promoter shall give its no objection for mortgaging the said unit to such institution, but the Owner/Promoter shall not be responsible for the said loan amount, interest, penalty on loan amount, etc. In this the Purchaser/s has agreed not to transfer, mortgage, sell, assign or part with his interest or benefit factor of this agreement until all the dues payable by the Purchaser/s to the Institution and the Owner/Promoter are fully paid up. i) The Purchaser/s shall observe and perform all the rules and regulations which the Society or an Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units 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 the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society or Association of Apartment Owners

regarding the Occupation and use of the unit in the building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement. j) Till a conveyance of the building in which the said unit is situated is executed, the Purchaser/s shall permit the Owner/Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said unit and the said land and building/wings or any part thereof to view and examine the state and conditions thereof. k) Not to obstruct the development & construction work of the said land, building/wing/unit, project & layout for any reason at any time and in any way. l) In the event of the Owner/Promoter carrying out any work of additions and/or alterations as per instructions of the Purchaser/s to keep the Owner/Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Owner/Promoter shall not be bound to obtain completion certificate for such additions or alterations which work shall be done by the Owner/Promoter at the costs and risk of the Purchaser/s. m) If the Purchaser/s shall desire to fit grills to the balconies and/or windows then he /she shall do so from inside only & at his/her own costs and only as per designs and specifications approved by the Owner/Promoter. The Purchaser/s shall not fit any grills from outside the windows nor enclose the car parking space allotted for his/her exclusive use, nor carryout any changes in the external elevation of the building. n) The Purchaser/s shall not store/keep any material in the common passages, staircases, terraces. o) The said unit shall only be used strictly for the purpose it has been sanctioned for by the office of TIVIM panchayat. The Purchaser/s undertake that he/they and/or their assignees will never use the said unit for any purpose other than for what has been permitted by the office of TIVIM panchayat and/or other concerned authorities. p) It is hereby specifically agreed that the unit Purchaser/s shall not at any time sell, trade, store, distribute any alcoholic and/or non-vegetarian products from the said unit. q) Till a separate electric meter or a water meter is installed/ allotted by the Electricity Department, the Purchaser/s herein hereby agrees to bear and pay to the Owner/Promoter punctually the amounts and charges of the common areas and facilities in proportion to the area his/her/their unit. The Purchaser/s declare and undertake that they will not put their sign

board/name board at any place, other than the specific area earmarked and allotted to the Purchaser/s by the Owner/Promoter for the same. The Purchaser/s undertake and unconditionally authorize and empower the Owner/Promoter to remove any sign board.name board, of the Purchaser/s, if the same is fixed/put at any other place which is not earmarked by the Owner/Promoter. The Purchaser/s will also not allowed or permitted to put any sign board on front elevation. r) The structure of the said building is constructed by using PT (Post Tension Technique) slab and the area colored red line on all slabs/columns are marked as sensitive area/s by the RCC Consultant/Architect where no changes, alterations/drilling can be done as it can damage the structure and can lead to safety hazards. The unit Purchaser/s is aware of the said fact and undertake that they will not carry out any changes, alterations, drilling etc. in the said area of slab/column colored in red and they further indemnify and keep the Owner/Promoter and all other unit purchaser/s indemnified for the same. The Purchaser/s further agree and undertake that in the event of Purchaser/s carrying out any changes, alterations, drilling, etc. in the said area of slab/columns coloured in red then in such event the Purchaser/s shall be held liable and responsible for making good all losses & damages suffered by the Owner/Promoter and/or other unit Purchaser/s and further the Purchaser/s undertake to indemnify and keep the Owner/Promoter and all other unit Purchaser/s indemnified for the same. The Purchaser/s has personally verified the red mark on the slab and beams.

18. Any delay tolerated or indulgence shown or omission on the part of the Owner/Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Owner/Promoter shall not be construed as the waiver on the part of the Owner/Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Owner/Promoter.

19. The agreed price of the unit is quoted on the basis of the cost of building material and labor charges prevailing on the date of agreement of the unit. In case of increment in the prices thereof the Owner/Promoter shall be entitled to the proportionately increase the price of the unit. In case of any dispute as to whether the rates have gone up and also any dispute regarding what would

the proportionate increase in the price shall be referred to an arbitrator mutually acceptable to owner and purchaser. who shall be appointed mutually and whose decision shall be final and binding on the parties hereto.

20. The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the Parties hereto in pursuance of this presents, at the proper registration office for registration and on intimation thereof by the Purchaser/s the Owner/Promoter will attend such office and admit execution thereof. The Owner/Promoter shall not be responsible if the Purchaser/s fails to register the agreement as mentioned herein above. The Purchaser further declares that he/they will request/intimate for registration of the present agreement.

21. All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s by regular post at his/her/their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this agreement.

22. On registration of this agreement, this agreement shall become subject to the provisions of the The Real Estate (Regulation and Development) Act, 2016, Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and the rules made thereunder & related applicable acts/rules as amended upto date as the case may be.

23. The Owner/Promoter has not undertaken any responsibility nor has agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Owner/Promoter and the owner/s other than the terms and conditions expressly provided under this agreement.

24. The Purchaser shall bear and pay for the expenses of the following:- i] The legal charges, consultant"s fee, typing and incidental expenses, (stamp duty & registration fee) ii] The share money, application/entrance fee of the society or association, as the case may be. iii] The charges for formation and registration of society or association of apartment owners, as the case may be.

iv] The Electricity Department meter deposit, Transformer charges, if any, common meter installation charges and misc. expenses, etc.

25. The Owner/Promoter at its sole discretion shall be entitled to give the above works on contract /sub-contract to any other person/s on such terms as may be decided by the Owner/Promoter in its discretion.

26. The Purchaser/s hereby agrees that in the event of any amount by way of premium to the office of TIVIM panchayat/ TCP or to the State and/or Central Govt. or betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable by the Owner/Promoter either before or after delivery of possession of the unit the same shall be paid in advance either by way of deposit or advance by the Purchaser/s to the Owner/Promoter in proportion to the area of the unit to be purchased by the Purchaser/s.

27. If any taxes, chess, premium, surcharge duty etc. is levied by the Govt., Corporation etc. and/or any other authority or authorities on the sale of the unit, etc. and/or any of the incidents of this transaction including sales tax, GST, tax on transfer of property in goods involved in works contracts, etc. then the Purchaser/s shall be liable to pay the same, to the Owner/Promoter, as and when it is demanded by the Govt. Corporation etc. The Owner/Promoter shall not be liable to pay the same. The Purchaser/s shall keep the Owner/Promoter indemnified from all such liabilities. The Purchaser/s has/have hereby agreed to execute separate indemnity Bond/s for this purpose.

28. The Purchaser/s shall make all the payments to the Owner/Promoter by Demand Draft only or by local cheques. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Owner/Promoter and to the extent the said amount is credited by deducting the commission of the Bank. The Purchaser/s has agreed to pay the commission charged by the bank before taking possession of the unit.

29. Provided that the Owner/Promoter does not in any way affect or prejudice the right hereby granted in favor of the Purchaser/s in respect of the said unit, the Owner/Promoter shall be at liberty to sell, assign, mortgage or otherwise

deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon. The Purchaser/s gives their unconditional consent for the same.

30. The Purchaser/s hereby gives his irrevocable consent for use of the remaining units wholly or in parts for flat/godown, etc. and/or any legal and lawful purpose as may be permitted by the Owner/Promoter. The Owner/Promoter shall also be entitled to erect hoarding/s and / or towers, panels, etc. on the plot and/or on the terrace, walls of building/s and to sell or let the same and to receive the income thereof and the property will be conveyed subject to the said right of the Owner/Promoter.

31. Before delivery of possession of the said Unit the Purchaser/s shall satisfy himself about the correctness of the area of the said Unit and about the quality of construction work and specifications/amenities provided. After delivery of possession the Purchaser/s shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived. It is further agreed between the parties hereto that, after receiving the possession of the said unit by the Purchaser/s in pursuance of this clause, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under any head or on whatsoever ground from the Owner/Promoter herein. It is further agreed between the parties hereto that on receipt of possession of the said unit by the Purchaser/s in pursuance of these presents, the Purchaser/s herein has accepted the said unit on "as is whereas" basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever reason.

32. The Purchaser/s has hereby irrevocably consented herein and authorized the Owner/Promoter to prepare the revised layout and building plans of the said land amalgamation plan, sub-division plan and to submit the same to the requisite authorities and obtain their sanction, to revise the plans again and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/s liable for any costs and affecting his/her interest.

33. In case of any dispute between the Owner/Promoter and the Purchaser/s regarding interpretation of any of the terms of this Agreement or regarding

any aspect of the transaction including quality of construction work, defective service by the Owner/Promoter, delay in construction work as per agreement for sale, alterations in the plan, parking areas, grant of exclusive uses, rendering of account etc. then such dispute shall be referred to the arbitration of a single arbitrator either Adv. Ravi Raj, Panjim Goa and Adv. Pankaj, Goa, either of them whose decision shall be final and binding on both the parties. In the event Sole Arbitrator declines to be Arbitrator then the dispute shall be referred to the three Arbitrators, one to be appointed by each party and the third Arbitrator to be appointed by such two Arbitrators and the decision given by majority by such Arbitrator shall be final and binding on both the parties.

34. It is also understood and agreed by and between the parties hereto that the ottas or spaces in front of or adjacent to the shops in the said building/wings up to road may be allowed for exclusive use of any unit Purchaser/s by the Owner/Promoter or may be allotted for parking by the Owner/Promoter.

35. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace units if any in the said building are intended for the exclusive use of the respective terrace /unit Purchaser/s. The said terrace shall not be enclosed by the unit Purchaser/s till the permission in writing is obtained from the concerned local authority and the Owner/Promoter or the Society or Association as the case may be. The Owner/Promoter has retained with itself the top terraces above the buildings and it or its nominees shall have the right to construct flats/units, etc on the top terraces of the existing building/wings and utilize the FSI obtained for the Road Widening / Internal Road or any other TDR and/or FSI as may be decided by the Owner/Promoter, obtained by the Owner/Promoter. The top terraces shall not be common area.

36. The entry for all unit purchaser/s shall be common and all the unit Purchaser/s will be entitled to use the staircase and lift/s provided in the building. The open area/s in the entire building and the surrounding marginal space of the building are not common area. It may be allowed for exclusive use of unit holders at the sole discretion of the Owner/Promoter. The open plot and other such areas mentioned in this clause will be used only for parking

purposes for either 2 wheelers or 4 wheelers as per directions/allotment made by the owner/promoter.

37. The Owner/Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building and income therefrom will be paid to the society. The Owner/Promoter shall be entitled to erect hoardings on the property and/or said building and to sell or let/lease the same and income thereof will go to the common society funds. The Purchaser/s has given his irrevocable consent for the same and has agreed not to raise any objection thereto on any ground whatsoever.

38. The parking areas as per sanctioned plan in the building are not common areas. Owner/Promoter at its discretion, terms, conditions and subject to availability, permit car parking for unit purchasers. No car parks will be specifically allotted. There will be a valet service maintained out of society contribution for all purchasers.

39. It is specifically agreed between the Parties hereto that even if before completion of the entire scheme or sale of all units on the said land, should the Society / Association be registered/formed, then for the unsold units the Owner/Promoter and the Consenting Party herein shall be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head.

40. The name of the project and building shall be as per the choice of the Owner/Promoter. The name of the Society or Association shall also be decided by the Owner/Promoter at its discretion.

41. The Owner/Promoter shall have necessary lien and first charge on the said unit for all the monies that the Purchaser/s is/are liable to pay under this agreement to the Owner/Promoter and the Owner/Promoter is entitled to withhold possession subject to liability as to taxation or otherwise.

42. The Purchaser/s consents and authorizes the Owner/Promoter to utilize and take connections from water, electricity, sewage or drainage lines and

other conveniences in the said building/wing or project as and when they require to do so for carrying out further development and construction.

43. It is hereby made clear that furniture lay-out, color scheme, floor plan, layout plan, building plans, roads, street lights, gates, compound walls, areas, elevation treatment, trees, garden, lawns, amenities, specifications, etc. shown on the pamphlet and literature or written in advertisements or any other media are shown only for advertisement and promotion purpose. The balconies are shown in the sanctioned plan or pamphlet or plan shown in Annexure C may be either kept as balconies or may be enclosed at the sole discretion of the Owner/Promoter, but within the rules and regulations of the local authority. The Purchaser/s has agreed not to modify this in future.

44. If any amount due and payable by the Purchaser/s remains unpaid then the Owner/Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and in case still there are dues from Purchaser/s, make demand accordingly.

45. Any exclusive use allotted by the Owner/Promoter either of the car park, or of any other portion shall be subject to the right of the Society or Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. Also if there is no common terrace or any common area on top of building and if common T.V. antennae is not provided then other unit holders shall be entitled to erect their T.V. antennae (not dish antennae) on the terrace on top of the building at the place convenient and suitable for both the said other unit holders and the Unit holder/s to whom the right of exclusive use of terrace is allotted or the Owner/Promoter, with the prior consent of the Owner/Promoter. All terraces, open spaces, parking areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Owner/Promoter and the Purchaser/s herein shall not object to the same nor obstruct the Owner/Promoter from allowing such exclusive use to any other person/s. The Purchaser/s are not permitted to install solar water heaters or A.C. cooling units etc. on top of the terrace.

46. The Owner/Promoter at its discretion shall be entitled to amalgamate the said land described in First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Owner/Promoter or legal provisions applicable thereof. The Purchaser/s has given the irrevocable consent for the same.

47. If any portion of the said property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the Corporation may pay the compensation thereof in terms of additional F.S.I in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating F.S.I in such an event and as and when such FSI is granted, the Owner/Promoter shall be entitled to use the same and additional built-up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per discretion of the Owner/Promoter. The Purchaser/s has hereby given his irrevocable consent thereof and the Owner/Promoter shall be entitled to revise the plans, get the same sanctioned from the TCP North Goa., construct the additional units permitted by the TCP Department and to allot/sell them to various persons, without disturbing the plan for parking areas. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Society/Association. If the TCP Department refuses to permit the FSI in respect of the area under road widening then the Owner/Promoter alone shall be entitled to the compensation in respect thereof. The property shall be conveyed subject to the said right.

48. The Owner/Promoter shall be entitled to use the present unutilized and/or additional built up area/F.S.I./ T.D.R. in respect of the said property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Owner/Promoter shall also be entitled to use FSI pertaining to other property in this Property as and when permitted by the TCP, North Goa. The

Purchaser/s shall be entitled to revise the plans, get them sanctioned from TCP, North Goa construct the additional units permitted by the Corporation and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Society/ Association. The Society / Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Owner/Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the buildings either prior to or after completion of building/s and even after conveyance of the property. The Owner/Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

49. The Purchaser/s hereby irrevocably authorizes the Owner/Promoter or persons appointed/nominated by him to represent him before the concerned authorities in all matters regarding the property tax, assessment and reassessment before the concerned authorities and the decisions taken by the Owner/Promoter in this regard shall be binding on the Purchaser/s. The Owner/Promoter may till the execution of the final conveyance represent the Purchaser/s to do all the necessary things/act in all the departments of the TCP, Village panchayat, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt departments, Electricity, ULC official etc., and the same shall stand ratified and confirmed by the Purchaser/s herein.

50. The Owner/Promoter herein is constructing building/wings on the said land of sanctioned layout in phases and the Purchaser/s herein undertakes not to raise any objection on any ground whatsoever including nuisance and annoyance or shall not obstruct the construction/development in any manner. The Owner/Promoter shall be entitled to dig pits, excavate the ground, building, retaining walls, dig wells, build tanks, use all facilities under the layout for development purposes including roads, water & electrical lines, etc. & the Purchaser/s, Society and/or Association shall not be entitled to raise any objection. The Purchaser/s hereby gives his/her/their/ irrevocable consent for revision/amendment of the building/layout or elevation plans, (even by adding deleting number of floors, number of buildings, etc.) even by shifting the locations of the buildings, internal roads, position of dustbins,

transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Owner/Promoter or as and when required by the Owner/Promoter.

51. It is hereby made clear that the Owner/Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Purchaser/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Owner/Promoter or its nominee/s or assignee/s and the unit or the property shall be covered subject to the said right of the Owner/Promoter and this term is essence of this agreement.

52. As the Owner/Promoter will be applying to the concerned authorities for giving separate water connections for the building/wing and electricity meters and connections for the unit of the Purchaser/s if there is a delay in obtaining the water and electricity connections from the concerned departments than in that case the Owner/Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Owner/Promoter shall not be responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay, before possession of the said unit, for the proportionate charges as demanded, determined and decided by the Owner/Promoter. The Owner/Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the maintenance deposit, for which the Purchaser/s hereby gives his/her/their consent.

53. Notwithstanding anything contained in this agreement the Purchaser/s declares that he will not raise any objection and/or make any claims in respect of the rights, title, interest, etc., of the Owner/Promoter over the said land and/or building/wing to be constructed on the said land and/or the buildings as will be constructed in future as per the revised plans and/or in respect of any benefit, profit, etc. in respect of the said land and/or buildings to be constructed on the said land. Further the Owner/Promoter will be free to lease, mortgage, assign, transfer license, gift, sale, exchange, etc., his rights, title, interest, etc., of whatsoever nature (on/or over the said land,

building/wing to be constructed on the said land and/or building/wings as may be constructed on the said land as per the revised plans). It is further declared by the Purchaser/s that he will have no rights to object the display of advertisement, provided hoarding. It is further declared by the Purchaser/s will have no rights to raise any objection or create any hindrance of whatsoever nature on any grounds so as to affect the construction and development carried on by the Owner/Promoter as per the present sanctioned plan and/or as per the revised plans as may be sanctioned in future along with additional FSI, TDR, floating FSI and/or FSI from any source and as per the provisions of the development control rules.

54. Notwithstanding anything to the contrarily contained in this agreement, the Owner/Promoter will time to time get revised approval of the plans from the concerned local authority along with specifications, elevations, section and details of the Building which is under construction/ which will be constructed up till 4floors, having basement, upper basement, ground floor, upper ground, upper parking floors and upper floors by consuming further FSI/additional FSI/TDR and the purchaser have verified the sanctioned plans, revised plans and the said proposed revised plan/s and have confirmed the same. The purchaser have further given their unconditional consent for the same and have undertaken not to raise any objection to the same and on this condition only, the owner/promoter have agreed to enter into this agreement.

55. This agreement is executed by the parties hereto under **the Maharashtra Ownership Flats Act, 1963 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-I, Article 25(d).** The Purchaser/s herein has agreed to pay stamp duty of & shall pay appropriate registration fees.

FIRST SCHEDULE

All that piece and parcel of land Final Survey No 154/13 situated in the area known as Village TIVIM having land area of 925 Sq.Mtrs within the limits of Village TIVIM, Taluka BARDEZ, Distt. North Goa, Goa and within the Sub

Registration office Mapusa, North Goa and the said land/building is bounded as follows :-

ON OR TOWARDS THE NORTH : By Internal Road

ON OR TOWARDS THE SOUTH : By Internal Road

ON OR TOWARDS THE EAST : By Internal Road

ON OR TOWARDS THE WEST : By Internal Road

SECOND SCHEDULE [A]

COMMON AREAS AND FACILITIES:

The land under said Building (subject to the right of exclusive use of car parks under stilts allotted or that will be allotted to various units and subject to the right to allot the side margin of the building).

1. The footings, RCC structures and main walls of the building.
2. Staircase column and lift in the building/s (for purchaser/s of commercial units only).
3. Common drainage, water and electrical lines.
4. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
5. Compound wall/fencing and gates.

[B] LIMITED COMMON AND EXCLUSIVE AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.

2. The entire top terrace has been retained by the Owner/Promoter and the purchaser/s will not be entitled to the use thereof.

3. Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.

4. Parking spaces under stilts of the building and parking spaces in open land shall be allotted to specific purchaser/s by the Owner/Promoter as per their discretion or may be retained by the Owner/Promoter.

5. Passages which are not the part of specified units may be exclusively allotted to those units who have access through such passages for their exclusive or limited common use only as per the discretion and option of Owner/Promoter.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PORVORIM, NORTH GOA ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

OWNER/PROMOTER

M/S. GULSHAN HOMEZ AND DEVELOPER'S.

MR. BHARAT THAKRAN

Through any one of it's PROPRIETOR –

PURCHASER/S

1) Mr.

2) Mr.

Witnesses :

1. Signature : Name : Address :

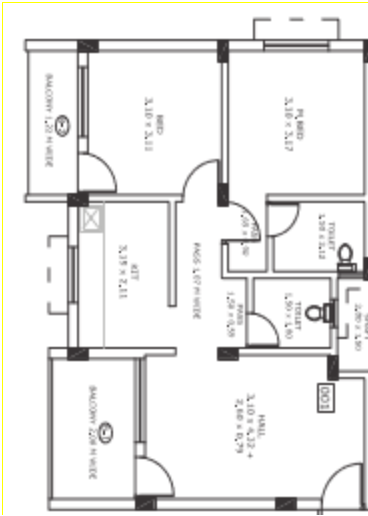
2. Signature : Name : Address :

ANNEXURE - D

Flats No..... admeasuring carpet area about sq.Mtrs. situated on floor of the Residential Building Named and styled as "GHD AVENUE" under construction as per proposed plans as may be sanctioned upon the land described in the First Schedule above. The said unit is more particularly shown in the plan hereto annexed in red color boundary line.

SCHEDULE [B]

FLOOR PLAN OF THE APARTMENT



ANNEXURE -B

(Authenticated copies of Property Card or extract Village Forms I & XIV or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allotter as approved by the concerned local authority)

ANNEXURE - E

SPECIFICATION AND AMENITIES OF THE FLATS STRUCTURE:

The Building shall be in R.C.C. frame structure with Post Tension Slab, External & Internal walls will be bricks or blocks. Elevation will be similar to what was shown with a variation of 10%.

DOORS: Doors shall be of wooden flush shutters 30mm thick with standard fittings.

WINDOWS: Powder coated Aluminum sliding windows shall be provided.

FLOORING: Ceramic vitrified tiles flooring with skirting shall be provided in entire unit. Ceramic / anti skid tile flooring shall be provided in toilet / bath /WC. Coloured glazed tiles dado shall be provided in toilet up to 2.1mtr height.

FINISHING: RCC structural members and Laterite stone/ RCC Blocks walls will be finished with sand faced plaster externally & Internally. Water proofing treatment shall be provided on the top terrace and to all Toilets blocks.

PAINTING: Internal : Acrylic Emulsion Paint External : Waterproof Paint
Ceiling : Plastic Paint

ELECTRICAL : 5 Light Point, 3 Fan Point, 5 Plug Point AC points with cut out provisions in bedroom All electrical cabling to be concealed. Bathroom/Toilet:
1 Light Point 1 Power Point

WATER SUPPLY: Water supply shall be through overhead tank on terrace filled by pump from a ground level water tank.

SANITARY FITTING: W.C with concealed flush tank. One wash basin will be provided in the toilets.

LIFT: Lift as per sanctioned plan will be provided with common generator backup.

PARKING: Open Parking's as per sanctioned plan will be provided. 1. Four Wheeler 2. Two Wheeler