

AGREEMENT FOR SALE

THIS AGREEMENT for sale of immovable property made and executed at Mapusa, Goa on this _____ day of _____, in the year 2018.

BETWEEN

M/S. PROFILE DEVELOPMENTS

A registered partnership firm,
having registered office at -
Prestige Icon, 14th Lane Corner,
Prabhat Road, Pune – 411 004,
PAN – AAEFP7224M
Having Local Office at-
505, 'Atria', Court junction, Altinho, Mapusa, Bardez, Goa 403507

Through its duly authorised Partner,
MR. PRAMOD KUSUMAKR DIGHE
Age – 59 years, Occ. – Business

Hereinafter referred to as the '**Promoter**'.
(Which expressions shall unless it be repugnant to the context or meaning thereof shall mean and include Partnership Firm, and include their partners or partners for the time being of the said Firm and the survivors or survivor of them and their heirs, executors, administrators of such survivor etc.) **PARTY OF THE ONE PART.**

AND

1. _____

Age - _____ Years, Occ. - _____

PAN – _____

2. _____

Age – _____ Years, Occ. - _____

PAN – _____

Both residing at –
_____,

_____,
_____.

(Hereinafter referred to as the '**ALLOTTEE/S**' which expression shall unless it be repugnant to the context, or meaning thereof mean & include his/her heirs, executors, administrators etc.) **PARTY OF THE OTHER PART.**

WHEREAS, all those pieces and parcels of the land named as "Temericho Sorvo" admeasuring an area of 1136 sq.m. bearing Chalta No.3(221sq.m),4(434sq.m)and 40(481sq.m.) of P.T.Sheet No.125 with the house bearing House No.74/5,1/74, 1/74A at ward 'Feira Alta', within the limits of Mapusa Municipal Council, Taluka and Registration Sub District of Bardez, District North Goa, State of Goa, Described in the land Registration office of Bardez, under no.30560 of Book B78 and enrolled in the Taluka Revenue office of Bardez under no.2318 of first circumscription of Mapusa (hereinafter collectively referred to as the "**Project land**" and which are more specifically described in ***schedule-I*** hereunder) are owned by **M/S. 'PROFILE DEVELOPMENTS'**, a Partnership Firm, (Hereinafter referred to as the Promoter') vide Deed of sale dated 16/9/2013 registered under Book - 1 Document Registration No.BRZ-BK1-04325-2013 CD number BRZD554 on 18/9/2013

AND WHEREAS Promoter has obtained certificate of Nil encumbrance dated 08/05/2018 showing no encumbrances affecting said property as per the records of the Sub-Registrar of Bardez at Mapusa.The Record of Rights (Form D) for the said property bearing chalta no. 3 (221 sq.m), chalta No 4(434 Sq.m) and chalta No 40 (481 Sq.m) of P. T Sheet no. 125 shows the name of Profile Developments as the Holder. There are no tenants or mundkars or persons with other rights depicted on the survey records.

AND WHEREAS M/s Profile Developments has obtained conversion of the said property under the Land Revenue Code for use as Non-agricultural from the North Goa office of the Addl Collector, Mapusa by its letter no. 4/121/CNV/AC-iii/2017/1212 dated 16/10/2017.

AND WHEREAS The Promoters, M/s Profile Developments has obtained permission/NOC in Form F from the North Goa Planning and

Development Authority by its letter no. NGPDA/M/1624/656/2017 dated 5/7/2017 and order u/s 44 of the TCP Act 1974 by its letter no. NGPDA/M/1624/1032/17 dated 30/8/2017 for the proposed construction of Residential/Commercial Building in the said property.

AND WHEREAS Construction permission has been issued by the Mapusa Municipal Council by its licence no. 74 dated 19/2/2018 for the proposed construction in the said property.

AND WHEREAS the Promoter is entitled and authorised to construct buildings on the said project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the said Project Land a building having Basement ,ground / parking floor and Seven upper floors, by using the permissible FSI as per the Construction License from Mapusa Municipal Council and NGPDA referred hereinabove and the Promoter has absolute right, authority to get revised plans duly approved from said concerned authorities as per its sole discretion.

AND WHEREAS, the Promoter has absolute right, authority to sell Shops/ residential Flats on ownership basis to the prospective Allottee/s and the said ownership scheme is known as “**CRESCENT**”.

AND WHEREAS the Promoter has entered into a standard Agreement with Architect **Kundan V. Prabhu**, registered with the Council or Architecture and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed **Delcons Consultant Pvt. Ltd.** through Director Mr. Bal Kulkarni as their Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the

Architect and the structural Engineer till the completion of the building but the Promoter herein has reserved the right to change such Architect and Structural Engineer before the completion of the buildings if promoter so decide.

AND WHEREAS the Promoter as absolute owner of the said project land has the sole and exclusive right to sell the Shops / Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/(s) of the Apartments/Shops and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s Kundan V. Prabhu and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder; and the allottee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of ***Certificate of Title*** issued by the attorney at law or advocate of the Promoter, authenticated copies of ***Property card*** or any other relevant revenue record showing the nature of the title of the Promoter to the said project land on which the Shops/Apartments are constructed or are to be constructed have been annexed hereto and marked ***Annexure 'A' and 'B'***, respectively.

AND WHEREAS the authenticated copies of the ***plans and specifications*** of the Shop/ Flat / Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed hereto and marked as ***Annexure C.***

AND WHEREAS the Promoter has got some of the of approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections of the said building/s and shall obtain the balance approvals/ NOCs from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate for the said building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project lands and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the sanctioned plans.

AND WHEREAS the Allottee has approached and applied to the Promoter for allotment of Shop / Apartment No. _____, situated on _____ Floor, in the building being constructed on the said Project land.

AND WHEREAS the carpet area of the said Flat / Apartment is _____ square meter, and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts. Exclusive balcony admeasuring about ____ Sq.mtrs. appurtenant to the said Flat / Apartment for exclusive use of the Allottee and Exclusive open terrace area admeasuring about _____ Sq.mtrs. appurtenant to the said Flat / Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment as defined under clause (K) of section 2 of the said Act.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the Shop/ Flat / Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) with the Real Estate Regulatory Authority at _____ No. _____;

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Shop/Flat / Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, 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 Shop / Apartment and alongwith right to use exclusively allotted covered parking No. _____ as per the plan annexed hereto.

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

1. The Promoter shall construct the said building consisting of Basement, Ground Floor with part stilt parking area and Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time.

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 shop/Flat / Apartment of the Allottee except (i) any alteration or addition required by any local/ municipal, Government authorities or due to change in law or (ii) The Promoter may make such minor changes or alteration as may be necessary due to architectural or structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1(a). (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop / Apartment No. admeasuring sq. meters carpet area, alongwith usable floor area of exclusive balcony admeasuring about ____ Sq. mtrs. and along with usable floor area of open terrace area admeasuring about _____ Sq. mtrs. situated on floor in the building (hereinafter referred to as "the Shop / Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures C** for a lumpsum consideration of Rs. ____/- (Rupees _____ Only) which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the promoter hereby agrees to sell to the Allottee covered parking space bearing No. ____ situated at basement / stilt floor for the consideration of Rs. ____/-.

1(b). The total agreed consideration amount for the said Apartment including covered parking space is thus Rs. _____-/(Rs.-----
-----)

1(c). The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

On or before execution of agreement	10.00%	
Within 2 Weeks after the Execution of Agreement	20.00%	
On Completion of Plinth/ Basement top Slab	10.00%	
on completion of 1st Floor roof slab	7.50%	
On Completion of 3 rd Floor roof slab	7.50%	
On Completion of 5 th Floor roof slab	7.50%	
On Completion of Roof Slab above the topmost floor	7.50%	
On completion of the walls ,Internal Plaster flooring, doors & Windows of the said Apartment/Shop	05.00%	
On completion of sanitary fittings, staircases, lift wells, lobbies up to the floor level, of the said Apartment.	05.00%	
On completion of external finishing, plumbing and terraces with water proofing	05.00%	
On completion of the lifts, water pumps, electrical fittings of the said Apartment, Entrance Lobby, paving of any specified area and all other requirements as specified in the Agreement of sale.	10.00%	
At the time of handing over of the possession of the Apartment/Shop to the Allottee on or after receipt of completion certificate, whichever is	05.00%	

earlier		
Grand Total	100.00%	

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction / items of work of the said building in which the said Apartment is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ items of work set out in the hereinabove payment plan and to demand from the Allottee the aggregate of the installments towards the agreed consideration mentioned in such installments.

The payment towards the price of the Apartment will be deposited in designated account as per RERA, 2016, and the details of the same are Account No. “_____”, name of Account “_____” and IFSC is _____. The cheque/DD/NEFT/RTGS shall be paid in the same account. For the due amount towards the GST cheque shall be drawn in favour of “_____”. If the Allottee made payment by RTGS/NEFT then he/she should immediately intimate to the Promoter.

The Allottee shall make payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques payable at par in any branch. If the Allottee makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount gets credited to the Promoter’s account minus amount of commission charged for clearance of any such Cheques by the Bank to the Promoter. If the agreed sale/purchase price of the said Shop/Apartment is more than Rs.50,00,000/-, under the provisions of Section 194-1A of the Income Tax Act, 1961, the Allottee is obliged to deduct and shall so deduct an amount equivalent to 1% of every installment payable by the Allottee to the Promoter towards the agreed sale/purchase price of the said Apartment and which amount ,the Allottee shall make payment to the

concerned Income Tax Authorities as “Income Tax Deducted AT Source” so that credit for the same is given to the Promoter. At the time of the execution of the Agreement the Allottee shall deduct an amount equal to 1% of total price of the Apartment as income tax, as mode of payment of price of the Apartment either in cash or by issue of cheque or draft or by any other mode. The amount towards price of Apartment paid by the Allottee to the Promoter shall be treated as interest free deposit, till the Allottee delivers TDS certificate together with evidence of such payment.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop / Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges 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.

1(f) The Promoter may allow, in its sole discretion a rebate for early payment of equal installments payable by the Allottee by discounting such early payment at 10%.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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, subject to a variation cap of 4%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the 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 Goa Real estate (Regulation and Development) (Registration of Real estate Projects, Registration of real estate agents, rates of Interest and disclosure on web site) Rules 2017(herein after referred to as the said Rules) from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the 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.

(i) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

(ii) If at any time, after execution of this Agreement, any tax/ duty/ charges/ premium/ cess/ surcharges/ betterment tax, or Goods and Service Tax or any such tax penalties etc., by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by

any revenue or other authority, in respect of the Project land or the said Apartment or the said Agreement or the transaction herein, shall exclusively be borne and paid (and if the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottee's organization from all such levies, cost and consequences. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of tax.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop / Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop/Flat / Apartment.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee and the common areas to the Association of Allottees/Society of the allottees, after receiving the occupancy certificate or the completion certificate, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the Promoter as per the Agreement. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said project land is utilized by the Promoter and The Promoter has absolute right, authority to use FSI available for surrender of road area, premium FSI, paid FSI, Incentive FSI and TDR or any increase in future of any FSI and to get the revised building construction plans duly approved from the concerned

authorities. The Promoter has already explained to the Allottee/s about the entire project / scheme developed by it and the allottee has / have given his / her / their irrevocable consent for use of entire potential till the project land and building is conveyed to the Society and / or to the body to be formed .

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. As pertaining to the delayed payment towards the amount of Goods and Service Tax Act, 2017, the Allottee shall pay interest at the rate of 18% per annum from the date of the said amount is payable by the Allottee/s to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, 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/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing any default of payment of installments, the Promoter at his own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD/by hand 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, the Promoter shall be entitled to terminate this Agreement.

Provided that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment as liquidated damages, all the installments which may till then have been paid, within a period of sixty days of the termination. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result of such termination, shall be adversely affected or prejudiced.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Shop / Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Shop / Apartment to the Allottee on or before 31st August 2021. If the Promoter fails or neglects to give possession of the Flat / Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat / Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat / Apartment on the aforesaid date, if the completion of building in which the Flat / Apartment is to be situated is delayed on account of –

1) Non availability of steel, cement, other building materials, water or electric supply.

- 2) War, civil commotion or act of God.
- 3) Any notice, order, rule, notification of the Government, Collector or any disputes or matters relating to the properties pending final determination by the courts or any other authorities.
- 4) 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.
- 5) Delay in grant of any NOC / Permission / Licences / Connection / installation of any services such as lifts, electricity and water connections and meters to the Scheme / Flat, NOC or completion certificate from appropriate authority.
- 6) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Developer to terminate this Agreement under Clause No.7 & 8 above)
- 7) Pendency of any litigation.
- 8) Any extra work / addition required to be carried out in the said Apartment as per the requirement and at the cost of the Allottee which has been confirmed by the Promoter.
- 9) Any act beyond the control of the Promoter.

7.1 *Procedure for taking possession* - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat / Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Flat / Apartment to the Allottee on receipt of entire agreed consideration and amounts mentioned in this Agreement. 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 agree(s) to pay the maintenance charges alongwith the applicable GST of Rs. _____/- (Rupees _____ Only) for 2BHK / 3BHK /Shop as determined by the Promoter or the society of allottees as the case may be. The Promoter on its behalf shall offer the possession to the Allottee

in writing within 15 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Flat / Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Flat / Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat / Apartment from the Promoter by paying all amounts and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat / Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government Taxes, interest on delay and all other outgoings of and incidental to the management and maintenance of the said Project from the date of intimation given by the Promoter that the said Apartment is ready for use.

7.4 If within a period of five years from the date of handing over the Flat / Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat / Apartment or the building in which the Flat / Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the 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 that regular maintenance and due care has been taken by the Allottee to keep the Apartment in good condition and repairs. Incase the Allotees carry out any work within the Apartments after taking possession, resulting cracks and dampness or any other defect within or to the adjoining flat, then in such an event the Promoter shall not be liable to rectify or pay compensation. But the Promoter may offer services to rectify such

defect with charges. Hairline cracks and dampness caused due to settlement, humidity, variation in temperature, electrical conduits, etc. cannot be considered as defective work.

Provided that however, the Allottee/s shall not carry out any alteration of whatsoever nature in the said Apartment or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration 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 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, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein and shall be as per manufacturer's warranty.

8. The Allottee shall use the Flat / Apartment or any part thereof or permit the same to be used only for purpose of residence and shop for carrying on any permissible business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the

draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 The Promoter shall, within six months of registration of the Society, and after completion of the construction of the entire building as aforesaid, cause to be transferred to the society all the right, title and the interest of the Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Flat / Apartment is situated.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat / Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat / Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ only) per month payable in advance for 18 months, of Rs.----- towards the outgoings and the applicable GST. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building the balance of aforesaid Maintenance deposits (after deduction for expenses as provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

10. The Promoter shall be availing water supply from the Mapusa Municipal Council, for the project. The Allottee hereby agrees and confirms that the Allottee will contribute and pay for such water charges at actual in proportion as may be required from this monthly contribution. However in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable and agrees to contribute expenses thereof at actual in proportion as may be required from/over and above, the monthly contribution.

11. The Allottee/s has also authorised the Promoter to appoint an agency/company to manage the maintenance of the said Project land and building and make payments to them on monthly basis from the maintenance amount paid to the Promoter. The Allottee/s also gives as irrevocable authority to the Promoter to discuss, negotiate and make payments from their maintenance charges to the appointed person/ agency/ company by the Promoter for payment of all expenditures for maintenance/ repair/ improvement of the common area and facilities thereof.

The amounts so paid by the Allottee/s to the Promoter shall not carry any interest.

(a) The maintenance charges mentioned above towards Common Maintenance for the building shall include only following items:

- i) Housekeeping and cleanliness,
- ii) Maintenance contracts of lifts, generators, Sewage Treatment Plant (STP) if any, pumping system, water pumps, CCTV cameras, Waste Converter, Tank cleanings, Fire Fighting, Equipments, intercom including all AMC therein,
- iii) Running cost of all the equipments and instruments above
- iv) Common electricity bills for common area of building and common area of the Society,
- v) Security Charges,
- vi) Gardening charges,

- vii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses,
- viii) Non agricultural taxes and any other similar taxes,
- ix) Pest control expenses including AMC,
- x) Expenses incurred for maintenance of common service lines and replacements of electric switches/light points,
- xi) Elevator repairs, and maintenance contracts along with lift inspection charges including AMC
- xii) Fire Fighting Certification,

It is agreed between the parties that the said maintenance amount / outgoing charges in mentioned above shall not including the items mentioned bellow and the Allottee and/or the Society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottee.

- i) Society and managing committee administration
- ii) Insurance for building/ Apartments/ equipments/ Machinery, towards theft, fire etc. and any other such expenses.
- iii) Sinking Fund etc.
- iv) Property taxes of individual building / Apartment s and common amenities etc.
- v) Any other taxes / levies, cess, etc. of the property.
- vi) Any other statutory charges,
- viii) Repairs of the building for leakages, seepage to the Apartment or any part thereof,
- vii) wear and tear charges
- ix) Expenses of water as may be required to be purchased from private sources and all other related expenses.

(b) The maintenance amount mentioned above in (a), shall be maintained by the promoter in a separate account and shall be used and utilized by the Promoter as listed, only for common maintenance of the project 'CRESCENT'. The Promoter shall cause maintenance of

the Project till handing over responsibility of the same to co-operative society.

(c) The Allottee as understood the entire scheme of maintenance in details. The Allottee admits and agrees to the same so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottee/s.

(a) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming demanding and raising the maintenance charges independent of such and said contribution from the Allottee/s, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(b) Such Society or the Promoter shall be entitled to claim interest, on arrears of such charges from the defaulting Allottee/s, without prejudice to the other rights and power of the organization.

(c) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Society of Allottee/s after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance charges is insufficient for the maintenance of the common area and facilities, electricity, water, drainages, sewage, passages, Parkings, etc. or repairs thereof, the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/ or Society, as the case may be.

(d) The entire operations and maintenance of the building and/or the common amenities is being carried out either by the Promoter or the Society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee/s shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this Agreement, entitling the Promoter to terminate this Agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of two

percent per month. Outstanding amount shall remain as a charge of the said Apartment.

(e) All documentary formalities as may be prescribed by the concerned authorities under the concerned environmental laws and Pollution Board, or any other Rules and Regulations entered in to by the Promoter shall be binding upon the Allottee and on the organization of the Allottee/s. The Allottee shall be bound and hereby undertakes to and continuous to observe, comply with and follow directions issued by them.

(f) The Allottee/s and the organization of the Allottees shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental laws, rules and regulations.

For the due amount towards aforesaid charges as mentioned above alongwith GST, if any, a separate cheque shall be drawn in favour of “_____”.

It is agreed by the Allottee/s that if the above amount would become insufficient then the Allottee/s agrees to pay further and additional amount, if any to the Promoter.

12. The Allottee shall on or before delivery of possession of the said premises pay to the Promoter total lump sum amount of Rs. -----
----- (Rs.-----) as Total Lumpsum charges for:
Share money application , entrance fee of the society, cost for formation and registration of society, your share of deposit /charges towards water, electricity and other utility services connection charges, charges towards electrical receiving , transformer and substation provided in layout, your share of Legal charges and infrastructure tax.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement

and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report. The Promoter may avail project loan from HDFC Ltd., Pune or any other Financial institute and then in such case may execute Mortgage Deed dated __/__/2018 duly registered at the Office of Sub Registrar. ____, at Serial No. ____/2018, registered on __/__/2018. The Promoter will obtain No objection Certificate for sale of the aforesaid Flat from HDFC Ltd. Or any such other Financial Institute as per the understanding between the Promoter and Mortgagee.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land, Building/wing 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 project land, including the Project and the said Shop / 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 Shop /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 society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society of the Allottees;

x. The Promoter has duly paid and shall continue to pay till the Completion Certificate is obtained 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 project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat / Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Shop / Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop / Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Shop / Apartment

is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop / Apartment is situated and the Shop / Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop / 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 Flat / 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 Shop / Apartment is situated, including entrances of the building in which the Shop / Apartment is situated and in case any damage is caused to the building in which the Shop / Apartment is situated or the Shop / Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Shop / 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 Shop / Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop / Apartment is

situated and shall keep the portion, sewers, drains and pipes in the Shop / 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 Shop / 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 Shop / Apartment without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop / Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop / Apartment in the compound or any portion of the project land and the building in which the Shop / Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for giving water, electricity, sewerage or any other service connection to the building in which the shop/ Flat / Apartment is situated.

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop/Flat / Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat / Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat / Apartment is situated is executed in favour of Society, 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 buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat / Apartment is situated is executed in favour of 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 project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat / Apartment s or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop / Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the as hereinbefore mentioned. All unsold or unallotted inventory shall continue to remain the property of the Promoter until sold / allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat / 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 taken or agreed to take such Flat / Apartment, however the Promoter shall have absolute right to avail the project loan as aforesaid without creating any charge on the Flat / apartment agreed to be sold to the Allottee/s.

i. The Allottee/s hereby has accorded his/her/their irrevocable consent for the Promoter to avail such loan from any bank and /or financial institutions and/or person, and covenants not to raise any obstruction and / or impediment and/or any objection for the same.

ii. The Promoter reserves right of replacing any financial institution with any other institution.

iii. However, the Promoter shall always keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

iv. ALLOTTEE/S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to the Allottee/s as to the title of the Promoter in respect of Project land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that, sanctioned layout, building plan and the floor space index (FSI) at Annexure-C as on date and proposed FSI and proposed alterations in the “CRESCENT” if any have been shown to the Allottee/s. The Promoter herein has made full disclosure to the Allottee/s as to the deviations if any.

(c) The Promoter herein has also called upon the Allottee/s to carry out the search and to investigate the marketable title of the Promoter, in respect of the Project land by appointing his/her own Advocate.

(d) As required by the Allottee/s the Promoter herein has given all information to The Allottee herein and he/she has acquainted himself or herself with all the facts as to the marketable title of the promoter and after satisfaction and acceptance of title has entered in to this Agreement.

(e) The Allottee/s herein declares that in housing scheme “CRESCENT”, the Promoter herein are providing amenities / material / plant and equipment in common facilities and which has to be operated/ used by the person in the Project with due diligence and observe all types of safety and considering this aspect it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the units to buyers of the tenements, the Society shall set its own norms for use of common amenities in order to avoid mishap due to misuse; injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not be responsible.

(f) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Pollution laws and other Rules and Regulation entered in to by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continuous to observe, comply with and follow all directions issued by them.

(g) The Allottee/s shall comply with requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(h) Till execution of the conveyance, the Allottee/s herein admits and agrees that the Promoter herein is entitled to represent the Allottee/s and on behalf of the Allottee/s give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the housing scheme "CRESCENT" before all concern authorities, Govt. authorities, semi Govt. authorities such as planning authority, Electricity , health, Trees authority, etc and decisions taken / compliance made by the Promoter in this regard shall be binding on the Allottee/s herein and whatever acts done by the Promoter on behalf of the Allottee/s shall stands ratified and confirmed by the Allottee/s.

(i). It is agreed by the parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, either till sell of such Apartments or till Eighteen months from the date of completion certificate from the competent authority whichever is earlier.

18. BINDING EFFECT

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 Plan 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(s) 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.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop / Apartment, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat / Apartment, in case of a transfer, as the said obligations go along with the Flat / Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the Total usable carpet area of the Shop / Apartment including Balcony, Terrace, to the total usable area of all the Shops/Apartments in the Project. Carpet Area/Usable Area shall be as defined in the Rules and as mentioned in this Agreement.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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, 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. Therafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/ Under Certificate of Posting, at their respective addresses specified below:

Name of Allottee: _____

(Allottee's Address): _____

Notified Email ID: _____

M/s Profile Developments

(Promoter Address): Prestige Icon, 14th Lane Corner,
Prabhat Road, Pune – 411 004,

Notified Email ID: _____

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.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. *Stamp Duty and Registration:* - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. *Dispute Resolution:* - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

STAMP DUTY And Registration PARTICULARS:

Total Agreed price/ consideration	Rs.-----
Stamp Duty	Rs. _____/-
Registration Charges	Rs. _____/-

SCHEDULE - I

DESCRIPTION OF THE SAID PROJECT LAND

All those pieces and parcels of the land known as ‘TEMERICHO SORVO’ , admeasuring an area of 1136 sq.m. bearing Chalta no.3(221),4(434),and 40(481) of P.T. Sheet No. 125 which has corresponding House No.74/5, 1/74,1/74A at ward ‘Feira Alta’ within limits of Mapusa Municipal Council, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, described in the

Land Registration office of Bardez under No.30560 of Book B78 and enrolled in Taluka Revenue Office of Bardez under No. 2318 of the First Circumscription of Mapusa, along with all the rights and benefits attached there to and presently Bounded as under:

On or towards the

- East :** By Chalta No. 5 and 7 of P.T. Sheet 125, Plot of Reis da Costa
- West :** By Chalta No. 2 of P. T.Sheet 125 being strip of Comunidade of Mapusa
- North :** By Road
- South :** By Road

SCHEDULE - II

DESCRIPTION OF THE SAID FLAT / APARTMENT

The premises of Flat / Apartment No. _____ having area admeasuring about ____ Sq.Mtrs. Carpet area, and balcony admeasuring about ____ Sq.Mtrs. and exclusive open terrace area admeasuring about _____ Sq.Mtrs., situated on _____ Floor to be constructed on the property mentioned in Schedule-I hereinabove mentioned in the building known as "CRESCENT", along with right to use one exclusive Covered Car Parking No. ____ having area admeasuring about ____ Sq.Mtrs., along with the proportionate right to use common areas and facilities in the building mentioned hereinabove.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa in the

presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Photo	Thumb Impression	NAME/Signature
		<div>M/S. PROFILE DEVELOPMENTS Through its duly authorised Partner, MR. PRAMOD KUSUMAKAR DIGHE the ‘Promoter’</div>

Photo	Thumb Impression	NAME/Signature
		<div>1) _____</div>

		2) _____
		the ‘Allottee/s’

Witnesses :-

1. Signature -
 Name -
 Address -

2. Signature -
 Name -
 Address -

SCHEDULE ‘A’ –

(Description of the said “**Apartment**”)

All that,

Residential Apartment No.	_____
Area	_____ Sq.Mtrs. (_____ Sq.Ft.) Carpet
Usable Floor area of enclosed Balcony	_____ Sq.Mtrs. (_____ Sq.Ft.)
Usable Floor area of attached Balcony	_____ Sq.Mtrs. (_____ Sq.Ft.)
Attached usable Floor area of Terrace	_____ Sq.Mtrs. (_____ Sq.Ft.)
Total usable Floor area	_____ Sq.Mtrs. (_____ Sq.Ft.)
Floor No.	_____
Building Name	‘CRESCENT’

Which is bounded by;

East : By _____
West : By _____
South : By _____
North : By _____

Exclusive facility	No.	Stilt space (Sq.Mtrs.)
Four Wheeler		

Being constructed on the said Property, more particularly described in the Schedule-I written above, together with fixtures, fittings, facilities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SCHEDULE ‘B’ –

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Insert Details of the Title Report (insert Certificate)

ANNEXURE –B

Insert Copies of Property Card showing title of the owner/Promoter

ANNEXURE –C

(The copies of the Sanctioned plans as approved by the concerned Local Authority)

ANNEXURE – E

SPECIFICATIONS

Flooring & Dado

- Vitrified tiles flooring in Living, Dining, Kitchen, all bed rooms & balconies
- Toilets flooring with skid resistant ceramic tiles & dado of ceramic tiles upto lintel
- Kitchen with ceramic tiles dado upto lintel

Kitchen

- Granite Top Kitchen Platform
- SS sink
- Provision for Water Filter

Utility Balcony

- Provision for Washing Machine

Doors & Windows

- Main Door- Laminated door Shutter & frame with night latch
- Internal doors - Laminated door Shutter & frame
- Toilet Doors – Laminated door Shutter & frame
- Al. powder coated Sliding door
- Al. powder coated windows
- Al. powder coated window for Kitchen with provision of exhaust fan in fixed panel
- Al. powder coated openable / louvered window for Toilets with provision of exhaust fan in fixed panel
- M.S. Grill for all windows except toilet windows
- All windows are with marble sills

Plumbing & Water Supply

- Concealed water supply line
- Standard C.P. Fittings
- Standard quality Sanitary ware

Electrification & Cabling

- Concealed copper wiring with modular switches
- Telephone point in living room
- Television Point in living room & all bed rooms
- Provision for internet in living room
- Provision for set top box in living room & all bed rooms
- Provision for Inverter
- Provision for Exhaust Fans in Kitchen & all toilets
- Provision for Boiler points in all toilets
- Provision of AC points for all bed rooms
- Provision of aqua guard point in kitchen
- Provision of washing machine point in utility/dry balcony
- Power backup for Lifts, pumps & common Lighting

Painting

- Oil Bound Distemper paint for internal walls & ceiling
- Exterior emulsion paint for dry balcony walls & ceiling
- Satin finish oil paint for ceiling & walls above dado in all toilets
- Exterior emulsion paint for external walls

AMENITIES

- **Security Provisions**
- Access controlled entrance door for entrance lobby
- CCTV Surveillance to the campus

Other Site Features

- Staff Toilet

ANNEXURE –F

Authenticated copy of the project granted by the Goa Real Estate Regulatory authority (RERA registration Certificate Copy)

Received of and from the Allottee/s above named the sum of Rupees
_____ on execution of this Agreement
towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.

CONSENT LETTER BY THE ALLOTTEE/S

I/We, the Allottee/s herein, do hereby accord my/our consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions, etc. in the layout/ Building Plan of the said Land/Plot as shown in proposed Plan annexed hereto at Annexure-C2 and/or building and/or structures on the said Project land.

I/We, the Allottee/s herein, further accord my “no objection” for the Mapusa Municipal Council or NGPDA or any other competent Authority, to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by me shall not be adversely affected.

(Allottee/s)

1.

2.