AGREEMENT FOR SALE

THIS AGREEMENT I	s made on this	day of	_of the	year
Two Thousand and I	Eighteen.			

BETWEEN

1) M/S. DHANASHREE ESTATES PVT. LTD., a company incorporated under the Companies Act, 1956, PAN Card No. AAACD8916B, having its registered office at SO-14, Second Floor, Sapana Terrace, Vasco da Gama, Goa, herein after be referred to as the "OWNER-CUM-DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title, administrators and assigns) in this Deed represented by its Managing Director MR. PRADIP J. PAWAR, son of Shri. Jaisingrao S. Pawar aged about 56 years, married, businessman, PAN Card No. ACMPP4709M, Aadhar Card No. 7669 2025 8079, resident of Yash Co-operative Housing Society, Behind Chicalim Cottage Hospital, Alto Chicalim, Goa duly authorized vide Resolution passed in the Board of Directors Meeting held on _______ of the FIRST PART.

2) MR / MRS		, age	yrs	old,
Indian National,,,	having PAN	no		<u>,</u> and
resident of	Hereinafter	referred	to as	the
"PURCHASER/S" (which express	ion shall unless	it be repu	ignant to	the
context or meaning thereof mean a	and include her	heirs, succ	cessors,	legal
representatives and assigns) of the	SECOND PART	Γ.		

WHEREAS there exists ALL THAT distinct, separate, well identified properties totally admeasuring an area of 1139:00 (One Thousand One Hundred Thirty Nine) square metres surveyed under Chalta No. 26, 27, 28, 30, 31, 32 and 33 of P. T Sheet No. 133 of city survey of Vasco along with old structure/building existing therein (Which is more particularly described in SCHEDULE-I hereinafter jointly referred to as the 'SAID PROPERTY') which property forms eastern side/part of the larger/bigger property known as "ESTELA" situated at Baina, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, south Goa, Goa described in the Land Registration Office under No. 43789 new series and enrolled in the Taluka Revenue Office of Mormugao under Martiz No. 1004.

AND WHEREAS inter alia the SAID PROPERTY originally seen inscribed in favour of Mr. Joao de Mata Cristovao Barbosa married to Mrs. Sofia Soubeie Irene Das Angustias Fernandes.

AND WHEREAS the aforesaid Mr. Joao de Mata Cristovao Barbosa expired leaving behind his widow and half sharer Mrs. Sofia Soubeie Irene Das Angustias Fernandes and as sole heirs being his three children namely Sara Liberata Ilda Zaida Barbosa (in the status of widow), Dr. Jose Arcenio Raul Sancio Barbosa (married) and Dr. Ivo Cristovaum

Raimundo Barbosa which is in conformity with the Deed of Qualification of Heirs dated 21.11.1979 drawn before Notary Ex-Officio Salcete, Margao at pages 55 onwards of Book of Notes No. 1283.

AND WHEREAS during his lifetime the aforesaid Mr. Joao de Mata Cristovao Barbosa had executed a Public Will dated 19.07.1969 with mutual consent of his wife Mrs. Sofia Soubeie Irene Das Augustias Fernandes vide Escritura de Aquiesciance whereby inter alia the SAID PROPERTY was bequeathed unto and in favour of Dr. Ivo Cristovam Raimundo Barbosa.

AND WHEREAS the aforesaid Mr. Joao de Mata Cristovao Barbosa and wife Mrs. Sofia Soubeie Irene Das Augustias Fernandes had also vide Instrument of Gift with Acceptance dated 07.09.1968 had gifted/bequeathed inter alia the SAID PROPERTY unto and in favour of Dr. Ivo Cristovam Raimundo Barbosa.

AND WHEREAS accordingly the name of Dr. Ivo Cristovam Raimundo Barbosa is recorded in Form 'D' being the property card of Vasco City under the column of Holders of the title of the SAID PROPERTY.

AND WHEREAS M/s Dhanashree Estate Pvt Ltd., through his advocate Mr. A. Suresh Rao caused to issue a public notice which was published in the local newspaper namely Herald Goa, a English daily on 16.05.2017 and no objections were received from any one whomsoever.

AND WHEREAS vide Deed of Sale dated 27.07.2017 duly registered before the Sub Registrar of Mormugao under Book-1 Document Registration Number MOR-BK1-01284-2017 CD No. MORD22 on 04.08.2017 the said Dr. Ivo Cristovam Raimundo Barbosa along with his wife Mrs. Lizettee E. B. B Barbosa sold the SAID PROPERTY unto and in favour of M/s Dhanashree Estate being the **OWNER-CUM-DEVELOPER**.

AND WHEREAS the **OWNER-CUM-DEVELOPER** has already appointed an Architect registered with the Council of Architects as also separately had appointed a structural engineer for the preparation of the structural design and drawing of the buildings and the **OWNER-CUM-DEVELOPER** accepts the professional supervision of the Architect and the structural engineer till the completion of the building/project.

AND WHEREAS the Mormugao Planning and Development Authority, has issued an Order for Development Permission under order No. MPDA/1-D-309/2017-18/1401 dated: - 23.03.2018.

AND WHEREAS Office of the Collector, South Goa has issued conversion sanad under no. AC-I/MOR/SG/CONV/54/2017/12899 dated 22.11.2017 for the said property.

AND WHEREAS the Mormugao Municipal Council has issued a Construction Licence under No. 15/2018 dated 12.07.2018 for construction of a Residential Building in the SAID PROPERTY.

AND WHEREAS the OWNER-CUM-DEVELOPER is entitled and authorised to construct building/project in the SAID PROPERTY as also to sell, transfer, assign such units constructed in the SAID PROPERTY unto such third parties including to receive sale consideration in respect thereof.

AND WHEREAS accordingly the OWNER-CUM-DEVELOPER has taken on the development and/or construction in the SAID PROPERTY of the construction of Commercial/Multi Family building known as "**Dhanashree Crown**" and the SAID PROPERTY has clear, unencumbered and marketable title.

AND WHEREAS the OWNER-CUM-DEVELOPER has registered the project to be undertaken in the SAID PROPERTY under the provisions of the Act with the Real Estate Regulatory Authority at Panaji, Goa under No. _____, the copy whereof is attached at Annexure I.

AND WHEREAS the PURCHASER/S have demanded from the OWNER-CUM-DEVELOPER and accordingly have taken inspection of all the relevant and required documents in entirety including documents of title, approved plans, designs, specifications and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder (hereinafter referred to as the 'said Act') and the PURCHASER/S have duly verified and scrutinized the same and having satisfied thereto, the parties have entered into this agreement in writing.

AND WHEREAS the OWNER-CUM-DEVELOPER has annexed the copies of the Certificate of Title concerning the SAID PROPERTY issued by Advocate Shri. _____ at Annexure II, Layout plan as approved by the competent authorities at Annexure III, approved plan of the flat/apartment/shop proposed to be purchased by the PURCHASER/S at Annexure IV and the OWNER-CUM-DEVELOPER undertakes to complete the project/building strictly as per the terms, conditions of the permissions/licences/NOC's issued by the competent authorities and obtain completion certificate or the Occupancy Certificate, as the case may be.

AND WHEREAS the OWNER-CUM-DEVELOPER accordingly has proposed to sell to such buyers/purchasers in the SAID PROPERTY the residential apartments/ flats/ shops/units in the proposed building called "**Dhanashree Crown"** consisting of ground plus eight floors.

AND WHEREAS the PURCHASER/S have approached OWNER-CUM-DEVELOPER for purchase and/or to agree to finance the construction of ALL THAT flat/shop identified under Flat/shop No. _____ admeasuring an area _____ sq. mtrs., in the said building / project known as "**Dhanashree Crown"** herein after described in SCHEDULE II and which is better shown delineated in red boundary line in the plans annexed hereto at Annexure –IV .

AND WHEREAS the carpet area of the said premises is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the PURCHASER/S or veranda area and exclusive open terrace area appurtenant to the said premises for exclusive use of the PURCHASER/S, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the parties to this agreement based/relying upon 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 upon the terms and conditions hereinafter.

AND WHEREAS the OWNER-CUM-DEVELOPER has registered the project under the said Act under No._____ and further Section 13 of the said Act requires to execute and register the written agreement between the OWNER-CUM-DEVELOPER and the PURCHASER before the Registering Authority.

AND WHEREAS the OWNER-CUM-DEVELOPER has agreed to sell, transfer, assign and/or construct the SAID PREMISES for the PURCHASER/S provided the PURCHASER/S remits the entire price consideration of Rs. _____ (Rupees _____) subject to the further terms and conditions hereafter appearing.

AND WHEREAS the PURCHASER has agreed to compulsorily make the entire agreed consideration of Rs./- (Rupees Only) excluding levies, imposition, taxes, fees, infrastructure tax, Goods & Service Tax, Cess etc imposed by the competent/concerned authorities as may be applicable from time to time and strictly in the manner stipulated in SCHEDULE - III hereafter written.

AND WHEREAS the PURCHASER has also seen, verified and approved the specification of the flats/shops in the building named "**Dhanashree Crown**" which specification are set out in detail in SCHEDULE - IV annexed to this Agreement, as also the plans of the SAID PREMISES which is attached hereto at Annexure – IV with its boundaries delineated in red and for the purpose of identification signed by the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed upon by and between the parties hereto as follows:-

1. (a) The OWNER-CUM-DEVELOPER shall, under normal conditions, construct the building known as "Dhanashree Crown" in accordance with the plans, designs and specifications as approved by the concerned competent authorities and sell, transfer, assign and convey the SAID PREMISES being the flat identified under Flat No. admeasuring carpet area of (..............) square metres. The apartment shall have an exclusive balcony/balconies of carpet area ______ sq mtrs with an exclusive terrace area of (.......................) square metres if any on the

............. floor in the said building known as "Dhanashree Crown" which is better shown delineated in red boundary line in the plans annexed hereto at Annexure - IV for a consideration of Rs______ (Rupees ______) which includes the proportionate incidence of the common areas pertaining to the building "Dhanashree Crown" and right to exclusive use of one covered parking identified under No., in accordance with RCC drawings and calculations made by the OWNER-CUM-DEVELOPER's Engineer and with such specifications and other details as contained in SCHEDULE IV.

2. (a) The PURCHASERS shall pay the said total consideration/cost of Rs. /- (Rupees . Only) out of which the PURCHASER has paid on signing this agreement the sum of Rs. _____as advance as provided in the said Act (the receipt whereof the OWNER-CUM-DEVELOPER hereby admit and acknowledge) and the remaining instalment shall be strictly paid as mentioned in SCHEDULE - III hereunder written. The PURCHASER agrees and undertakes to pay to the OWNER-CUM-DEVELOPER the sum stipulated in the SCHEDULE - III hereunder strictly on or before the stipulated time thereto. The time of payment is the absolute essence of this agreement. In case the PURCHASER/S fail to make payment of any instalment to the OWNER-CUM-DEVELOPER as stipulated in SCHEDULE - III as also proportionate share of taxes, fee, charges etc and on the PURCHASER/S committing minimum 3 defaults of payment of instalments for any reason whatsoever, the OWNER-CUM-DEVELOPER without prejudice to charge maximum interest as may be permissible under the said Act, or are also entitled to send final notice of maximum 15 (fifteen) days to the PURCHASER for the payment of such dues and if the PURCHASER further fails to make the payment within such fifteen clear days from the date of posting such notice at the address of the PURCHASER as mentioned herein below for any reason whatsoever, this agreement shall be automatically stands terminated/cancelled without any further act/deed and the OWNER-CUM-DEVELOPER thereafter shall be absolutely free to enter into any agreement with any person of the OWNER-CUM-DEVELOPER's choice and to sell, transfer and assign the SAID PREMISES to any third party/buyers upon such terms as the OWNER-CUM-DEVELOPER may deem fit and the only obligation of the OWNER-CUM-DEVELOPER is to refund to the PURCHASER the entire amount the OWNER-CUM-DEVELOPER had received from the PURCHASER till then after deducting an amount of Rs. _____/-being the total and agreed liquidated damage and such refund of the balance after deducting the aforesaid sum which shall not carry any interest and/or any other charges whatsoever shall be paid within sixty days from such termination and the PURCHASER shall not have any right and/or claim of any nature whatsoever against the SAID PREMISES or the undivided share in the SAID PROPERTY and/or under this agreement, and/or against the construction work made by the OWNER-CUM-DEVELOPER in the SAID PROPERTY. However the OWNER-CUM-DEVELOPER at their entire discretion shall have the option without the prejudice to their other rights to suspend the construction work until the instalment which has fallen in arrears has been paid together with interest thereon as may be decided

by the OWNER-CUM-DEVELOPER for delayed period and consequently the period of completion of construction stands extended accordingly. It is hereby expressly agreed that as aforesaid, the time of payment of instalments shall be the absolute essence of this agreement and any delay tolerated or indulgence shown in enforcing the terms of the agreement or any forbearance of giving time shall under no circumstances constitute as waiver unless specifically done in writing. The OWNER-CUM-DEVELOPER shall intimate the completion of every step of construction work to the PURCHASER as per the instalment appearing in SCHEDULE - III hereunder written and the PURCHASERS shall have 15 clear days to effect payment of the consideration falling due for the payment since the time of payment of instalments stipulated therein being the absolute essence of this contract.

- (b) The aforesaid sum of Rs./- (Rupees Only) includes the fees of the said contractor, Architect and R.C.C. Consultant for the SAID PREMISES but however any levies, imposition, taxes, fees including infrastructure tax, Goods & Service Tax, Cess etc. imposed by the competent/concerned authorities as may be applicable shall be exclusively borne and paid by the PURCHASERS as and when demanded by the OWNER-CUM-DEVELOPER.
- (c) Any development/betterment charges or deposits if demanded by or to be paid to the Village Panchayat, labour, planning authorities and/or any other competent Authorities including that for giving water, electricity connection to the SAID PREMISES and/or in the aforesaid building proposed to be constructed in the SAID PROPERTY shall be payable by all the unit holders including the PURCHASERS in the said building proportionate to his/her premises/units and such the amount shall be determined by the OWNER-CUM-DEVELOPER. The PURCHASER shall be bound to pay to the OWNER-CUM-DEVELOPER within fifteen days of demand such proportionate share, such charges and/or deposits. The PURCHASER are also liable to pay before taking over the possession of the SAID PREMISES to the OWNER-CUM-DEVELOPER towards PWD Water meter deposit/electricity deposit/connection charges/transformer and cost of Electric Meter and any other taxes, cesss etc., as may be levied by competent/concerned authorities from time to time which shall be payable by the respective purchasers/buyers of such units.
- (d) Any additional taxes, charges or out goings levied by the any competent Authorities exclusively pertaining to the SAID PREMISES shall be borne and paid by the PURCHASER, from the date of the occupancy certificate, irrespective of whether the PURCHASER has taken the possession thereof or not.
- (e) The OWNER-CUM-DEVELOPER shall carry on and complete construction of the building in accordance with the development permission and construction licence of the competent authorities and with specifications as per SCHEDULE IV hereunder written and as per instructions and under the supervision of Architect of the OWNER-CUM-DEVELOPER and the PURCHASERS shall not change either the external elevation, look or in the specification, original construction plan, amenities/items or external

paintings other than those undertaken by the OWNER-CUM-DEVELOPER and the PURCHASERS shall obtain prior permission from the OWNER-CUM-DEVELOPER in writing including for the specific pattern/design of the external Grills to be affixed therein and only after such approval by the OWNER-CUM-DEVELOPER, the same shall be affixed by the PURCHASERS at their own cost. Any failure on the part of the PURCHASERS shall entitle the OWNER-CUM-DEVELOPER to remove any such affixation of any nature whatsoever and further the PURCHASERS are bound to pay fine, damages and other charges being Rs. 20,000/- besides the cost incurred for such removal.

- (f) The OWNER-CUM-DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER after the construction of the building is complete and completion certificate is granted by the competent authority, by furnishing details of the changes if any in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation from the OWNER-CUM-DEVELOPER. If there is any reduction in the carpet area within the define limit than OWNER-CUM-DEVELOPER shall refund the excess money paid by the PURCHASER within 45 days with annual interest rate specified in the Real Estate (Regulation and Development) Act 2016, from the date when such an excess amount was paid by the PURCHASER. If there is any increase in the carpet area allotted to the PURCHASER/S, the OWNER-CUM-DEVELOPER shall demand additional amount from the PURCHASER proportionately as per the agreed consideration in clause 1(a) of this agreement.
- (g) The OWNER-CUM-DEVELOPER has undertaken the project based on the existing FSI which belongs to the OWNER-CUM-DEVELOPER only.
- 3. (a) Subject to the PURCHASERS making full payment of all the amounts due by him under this agreement and subject to 'Force Majeure' and/or any other circumstances beyond the OWNER-CUM-DEVELOPER's control or for any unavoidable or inevitable circumstances as appearing hereunder, the OWNER-CUM-DEVELOPER shall complete the construction of the SAID PREMISES in all respects and ensure that the same is kept ready for occupation within a period of _____ months from the date of signing this agreement.
- (b) If the OWNER-CUM-DEVELOPER fails to abide by the time schedule for completing the project and handing over the SAID PREMISES to the PURCHASER, the OWNER-CUM-DEVELOPER agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER/S agrees to pay to the OWNER-CUM-DEVELOPER, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASER to the OWNER-CUM-DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the OWNER-CUM-DEVELOPER. If the OWNER-CUM-DEVELOPER fails or neglects to give possession of the Apartment to the PURCHASER/S on account of reasons beyond his control and of his agents

by the aforesaid date then the OWNER-CUM-DEVELOPER shall be liable on demand to refund to the PURCHASER/S the amounts already received by him in respect of the Apartment with interest at the same rate as mentioned in the said rules herein above from the date the OWNER-CUM-DEVELOPER receiving the sum till the date the amounts and interest thereon is repaid.

- (c) Within 10 days of the OWNER-CUM-DEVELOPER offering possession of the SAID PREMISES to the PURCHASER/S after obtaining occupancy the PURCHASER/S shall take possession thereof after the same in all respects as grievance/claim/objection would be entertained thereafter. The OWNER-CUM-DEVELOPER shall not incur any liability if they are deliver the possession of the SAID PREMISES by the date stipulated in clause 3 (a) above, if the completion of the scheme is delayed by reason of non-availability of material/s, labour and/or water supply, electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the OWNER-CUM-DEVELOPER, and in any of the aforesaid events the OWNER-CUM-DEVELOPER shall be entitled to reasonable additional extension of time of delivery of possession thereof. The OWNER-CUM-DEVELOPER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the OWNER-CUM-DEVELOPER undertaken under the terms in this agreement.
- (d) If within a period of five years from the date of handing over the SAID PREMISES to the PURCHASER, the PURCHASER/S brings to the notice of the OWNER-CUM-DEVELOPER any structural defect in the SAID PREMISES or the building is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the OWNER-CUM-DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the OWNER-CUM-DEVELOPER, compensation for such defect in the manner as provided under the Act. In case the PURCHASERs carry out any work within the SAID PREMISES after taking possession, resulting in cracks and dampness or any other defects within or to the adjoining unit/s, then in such an event the OWNER-CUM-DEVELOPER shall not be liable to rectify or pay compensation. But the OWNER-CUM-DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.
- (e) The PURCHASER/S shall use the SAID PREMISES for the purpose which is permissible and abide by the prevailing laws, regulations, byelaws etc. as may be applicable and the PURCHASER/S will not carry out or conduct any activity in the SAID PREMISES which may cause annoyance or nuisance to other occupants of the building in which the SAID PREMISES

- is located. The PURCHASER/S shall use the parking space only for keeping or parking of vehicle.
- (f) The PURCHASER/S shall from the date of possession maintain the SAID PREMISES, its walls, partitions, sewers, drains, pipes and appurtenances thereto, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything therein or thereto and/or common area which may be against the conditions or rules or bye-laws of the competent or any Authorities and shall attend to answer and will be responsible for all actions for violation of any such condition or rules or bye laws.
- (g) The PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with possession of the SAID PREMISES until all the dues payable by him/her/them to the OWNER-CUM-DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASERS have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASERS obtains the previous consent in writing of the OWNER-CUM-DEVELOPER and any such transfer without such consent in writing shall stand invalid and not binding.
- (h) The PURCHASERS shall permit the OWNER-CUM-DEVELOPER and their Surveyors and Agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any part thereof to view and examine the state and condition thereof and the PURCHASERS shall make good, within one months of the giving such notice in writing to the PURCHASERS all defects, decay and want of repair and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping order and condition all services, drains, pipes structure or other conveniences belonging to or serving or use for the said building and also for the purpose of lying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purpose contemplated by this Agreement.
- (i) In the event of any transfer of rights/interests of the PURCHASERS accrued under this agreement prior to the conveyance/sale deed of the unit purchased by him/her under this agreement to any third party, the OWNER-CUM-DEVELOPER is entitled to charge administrative/processing charges for every such transfer/assignment a minimum amount of Rs. 1,00,000/- (Rupees One Lakhs Only) however permission for such transfer/assignment shall be permitted by the OWNER-CUM-DEVELOPER at their sole discretion.
- 4. (a). The possession of the SAID PREMISES shall be taken by the PURCHASERS only after due inspection and fully satisfied about the workmanship and upon the PURCHASERS taking possession of the SAID PREMISES, the PURCHASERS shall have absolutely no any claim against and/or in respect of any item/work in the SAID PREMISES which may be alleged not to have been carried out and/or completed.

Cracks/dampness caused due to interior work undertaken by the PURCHASERS shall not be considered as defective work unless the architect of the OWNER-CUM-DEVELOPER opines otherwise. Similarly the OWNER-CUM-DEVELOPER shall not be responsible for colour/size variation in painting, flooring, tiles, glazed tiles or natural stones like marble granite any sanitary fittings etc.

(b) The PURCHASER shall on or before taking the possession of the SAID PREMISES or commencing week after notice of possession is given by the OWNER-CUM-DEVELOPER to the PURCHASERS that the SAID PREMISES are ready for use and occupation, the PURCHASERS shall be liable to pay, the following amounts:

(i)	Rs	_ for share m	oney, a	pplicati	on ent	rance fee	of the	Society
	or Limited Co	mpany/Feder	ation/ A	pex bo	dy.			
(ii)	Rs	_ for formation	on and i	registra	ation of	the Soci	ety or	· Limited
	Company/Fed	deration/ Ape	x body.					
(iii)	Rs	_ for proportion	nate sh	are of	taxes a	nd other	charge	es/levies
	in respect of	the Society or	Limited	d Comp	any/Fe	deration/	Apex	body
(iv)	Rs	for depos	sit towa	ards 1	year	advance	for	monthly
	contribution	towards	outgoii	ngs	of S	Society	or	Limited
	Company/Fed	deration/ Ape	x body.					
(v)	Rs	_ For Deposit	towards	Electr	ic conn	ection cha	arges	
(vi)	Rs	_ for Electricit	y meter	charge	Э.			
(vii)	Rs	_ for water me	eter cha	rge.				
(viii)	Rs	_ for electrica	ıl conne	ction, t	ransfor	mer char	ges.	
(ix)	Rs	_ as legal cha	rges					
(x)	Rs	_ as infrastruc	ture tax	(.				
(xi)	Rs	_ as corpu	us in	respe	ct of	Society	or	Limited
	Company/Fed	deration/ Ape	x body					
(xii)	Rsas	stamp duty	and regi	stratio	n charg	es.		
(c) T	he PURCHASE	R shall pay t	o the O	WNER-	CUM-D	EVELOPE	₹ a su	m of Rs.
_	for me	eeting all leg	gal cost	s, cha	rges a	nd expen	ises, i	ncluding
рі	rofessional co	osts of the	legal	practi	tioner	of the	OWN	ER-CUM-
D	EVELOPER in	connection w	ith form	nation (of the	said Socie	ety, or	· Limited
C	ompany, or A	Apex Body o	r Feder	ation	and fo	r prepa	ring it	ts rules,
re	egulations and	bve-laws.					_	

- (d) The OWNER-CUM-DEVELOPER shall maintain a separate account in respect of sums received by the OWNER-CUM-DEVELOPER from the PURCHASER as advance/deposit/sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (e)The PURCHASERS alongwith other purchasers/buyers of the unit/s in the aforesaid project namely "DHANASHREE CROWN" shall be jointly be responsible to abide by all the future bye laws, rules and regulations as may be applicable including STP liability, Fire and Safety Rules, regular maintenance of lift, generator, CCTV etc. either through ENTITY or jointly

without any obligation/liability to the OWNER-CUM-DEVELOPER and/or to the OWNERS/CONFIRMING PARTIES.

- 5. The OWNER-CUM-DEVELOPER hereby represents and warrants to the PURCHASERS as follows:
 - (i) The OWNER-CUM-DEVELOPER 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 OWNER-CUM-DEVELOPER 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;
 - (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/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the OWNER-CUM-DEVELOPER 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 OWNER-CUM-DEVELOPER 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 PURCHASER created herein, may prejudicially be affected;
 - (vii) The OWNER-CUM-DEVELOPER 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 subject matter of the unit of this agreement which will, in any manner, affect the rights of PURCHASER under this Agreement;
 - (viii) The OWNER-CUM-DEVELOPER confirms that the OWNER-CUM-DEVELOPER is not restricted in any manner whatsoever from selling the SAID PREMISES to the PURCHASER in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed of the structure to the Society/Entity/Association, the OWNER-CUM-DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to such entity;
 - (x) The OWNER-CUM-DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages

- and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the SAID PROPERTY) has been received or served upon the OWNER-CUM-DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.
- 6. It is hereby agreed that the OWNER-CUM-DEVELOPER shall be entitled, empowered, authorised irrevocably and are hereby permitted to make such variations, changes, revision and/or alterations in the above plan or in the layout/elevation of the building including/garden, open spaces, setback and/or varying the location, plan or the access to the building, as the exigencies of the situations and the circumstances of the case may require including effective utilization of FAR/FSI and as may be permissible under the said Act, as the PURCHASERS is only, exclusively entitled to the SAID PREMISES without any other rights, title, interest of any nature whatsoever in the SAID PROPERTY and/or construction/s, structures, open space, terrace etc. unless allotted as the same entirely and exclusively belongs to the OWNER-CUM-DEVELOPER, who have exclusive, absolute and unhindered right to allot, sell, transfer the same to such person/s as the OWNER-CUM-DEVELOPER in their absolute discretion deems fit. This provision shall be considered as consent in writing of the PURCHASERS as required by law/said Act as the OWNER-CUM-DEVELOPER has the unqualified and unfettered right to the SAID PROPERTY and/or the construction/development undertaken and/or to be undertaken in the SAID PROPERTY.
- 7. (a) The OWNER-CUM-DEVELOPER only shall assists the PURCHASERS and the other flat/premises/garage holder in forming a Co-operative Housing Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT and/or constructions therein.
- (b) It shall be entirely at the discretion of the OWNER-CUM-DEVELOPER to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').
- (c) Whenever the OWNER-CUM-DEVELOPER takes a decision in this matter, the PURCHASERS and other Holders of the building/units shall be bound to sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PROPERTY and/or the aforesaid flats, shop/office etc as the case may be.
- (d) The PURCHASERS and the persons to whom the SAID PREMISES is let, sublet, transferred, assigned or given possession of shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also governed by the laws which may be applicable to the ENTITY.

- (e) The PURCHASERS hereby agree/s and undertake/s to be a members of the ENTITY to be formed in the manner therein appearing and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose necessary, for the formation and the registration of the ENTITY and return to the OWNER-CUM-DEVELOPER the same within 10 (ten) days of same being intimated by the OWNER-CUM-DEVELOPER to the PURCHASERS.
- (f) The PURCHASERS shall be bound to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the constructions made in the SAID PROPERTY and of the other premises holders in the said building constructed/proposed to be constructed in the SAID PROPERTY.
- (g) The OWNER-CUM-DEVELOPER shall be under absolute and total control of all those premises, structures, open space, constructions, terraces etc. in building/s construction made in the SAID PROPERTY as the PURCHASERS has been sold exclusive and only right to the SAID PREMISES and the OWNER-CUM-DEVELOPER at their discretion may sell, transfer, allot the same to such persons as OWNER-CUM-DEVELOPER deems fit upon such condition. Should the OWNER-CUM-DEVELOPER decides to retain any portion/structures/open space in the SAID PROPERTY; they shall join the ENTITY along with the other holders.
- (h) All papers pertaining to the formation of the ENTITY and/or the rules and regulations thereof as also all the necessary deed/deed of conveyance shall be prepared by the Advocate of the OWNER-CUM-DEVELOPER.
- (i) All cost, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance and/or for the formation of the ENTITY shall be borne by the PURCHASERS proportionately along with other PURCHASERS/buyer of units in the building and/or by the PURCHASERS himself/herself as the case may be, as may be decided by the OWNER-CUM-DEVELOPER.
- (j) The PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the SAID PREMISES may come, hereby covenants with the OWNER-CUM-DEVELOPER as follows:
 - (i) To maintain the SAID PREMISES at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the SAID PREMISES is taken and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the SAID PREMISES itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the SAID PREMISES any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID PREMISES is situated or storing of which goods is objected to

by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID PREMISES is situated, including entrances of the building in which the SAID PREMISES is situated and in case any damage is caused to the building in which the SAID PREMISES is situated or the SAID PREMISES on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

- (iii) To carry out at the own cost of the PURCHASER all internal repairs to the said Apartment and maintain the SAID PREMISES in the same condition, state and order in which it was delivered by the OWNER-CUM-DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES is situated or the SAID PREMISES which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the SAID PREMISES or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID PREMISES or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID PREMISES is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the OWNER-CUM-DEVELOPER and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID PREMISES is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID PREMISES in the compound or any portion of the project land and the building in which the SAID PREMISES is situated.
- (vii) Pay to the OWNER-CUM-DEVELOPER within fifteen days of demand by the OWNER-CUM-DEVELOPER, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the SAID PREMISES is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on

- account of change of user of the SAID PREMISES by the PURCHASER for any purposes other than for purpose for which it is sold.
- (ix) The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID PREMISES until all the dues payable by the PURCHASER to the OWNER-CUM-DEVELOPER under this Agreement are fully paid up and that too upon obtaining written permission from the OWNER-CUM-DEVELOPER.
- (x) The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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.
- 8. (a) Nothing contained in these presents in intended to be and shall be construed to be grant, demise or assignment in law of the aforesaid flats or the undivided share in the SAID PROPERTY or any part thereof.
- (b) In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY, the OWNER-CUM-DEVELOPER shall get executed the Conveyance of the undivided portions of the SAID PROPERTY from the OWNER-CUM-DEVELOPER alongwith the units in the names of all the Holder/buyer in proportion to the built up area owned by each of them in the said building constructed in the SAID PROPERTY and/or such revised unit/building upon its completion as a whole.
- 9. The PURCHASERS has absolutely no claim, right of any nature whatsoever other than in respect of exclusively and only the SAID PREMISES agreed to be purchased by him/her. The open spaces, unalloted space, terrace etc. shall and will remain exclusive the property and right of the OWNER-CUM-DEVELOPER and the OWNER-CUM-DEVELOPER are free to deal with the same without any interference, objection from the PURCHASERS or such entity of any nature whatsoever, till the aforesaid flats are transferred to the said ENTITY (except the right of the PURCHASERS under this Agreement being exclusively limited to the aforesaid Flat), the PURCHASERS shall have absolutely no right over the same. It is expressly agreed that the OWNER-CUM-DEVELOPER have liberty to sell, assign, transfer or otherwise deal with such rights, title and interest, structures, constructions including the open spaces, and unallotted space, terrace etc. in the SAID PROPERTY at such terms, prices and conditions as the OWNER-CUM-DEVELOPER may deem fit and proper at their entire discretion and the PURCHASERS shall in no way

obstruct, interfere, object thereof including the construction of the further building in the SAID PROPERTY.

- 10. (a) The OWNER-CUM-DEVELOPER shall have the first lien and paramount charge on the SAID PREMISES agreed to be acquired by the PURCHASERS under this Agreement. Any delay or indulgence by the OWNER-CUM-DEVELOPER in enforcing the terms of this agreement or any forbearance or giving time to the PURCHASERS shall not be considered as a waiver on the part of the OWNER-CUM-DEVELOPER of any breach or non-compliance of any terms and conditions of this agreement by the PURCHASERS nor shall the same in any manner prejudice the remedies of the OWNER-CUM-DEVELOPER.
- (b) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
- (c) 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.
- (d) Wherever in this Agreement it is stipulated that the PURCHASER has to make any payment, in common/proportionately with other purchaser/buyer in Project, the same shall be in proportion to the carpet area of the SAID PREMISES to the total carpet area of all the buildings/project. For such calculations, areas of exclusive balconies, verandas, and/or terraces shall be added to the carpet areas of respective purchaser/buyer.
- (e) 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.
- (f) The execution of this Agreement shall be complete only upon its execution by the OWNER-CUM-DEVELOPER and registration before the sub-registration within the time limit prescribed by the Registration Act and the OWNER-CUM-DEVELOPER will attend such office and admit execution thereof and only hereafter this Agreement shall be deemed to have been executed.

- 11. All inspections by the PURCHASERS when the construction work is in progress shall be at the entire risk of the PURCHASERS and the OWNER-CUM-DEVELOPER shall not be liable in any manner in case of any such injury to the PURCHASERS or any person on their behalf.
- 12. That all notices to be served on the PURCHASER and the OWNER-CUM-DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER or the OWNER-CUM-DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASER	Name of the OWNER-CUM-DEVELOPER
(PURCHASER's Address)	Address of OWNER-CUM-DEVELOPER
Notified Email ID:	Notified Email ID
Mobile No.	Mobile No.

SCHEDULE - I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT distinct, separate, well identified properties totally admeasuring an area of 1139:00 (One Thousand One Hundred Thirty Nine) square metres surveyed under Chalta No. 26, 27, 28, 30, 31, 32 and 33 of P. T Sheet No. 133 of city survey of Vasco alongwith old structure/building existing therein which property forms eastern side/part of the larger/bigger property known as "ESTELA" situated at Baina, Vasco da Gama, within the limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, south Goa, Goa described in the Land Registration Office under No. 43789 new series and enrolled in the Taluka Revenue Office of Mormugao under Martiz No. 1004 and the SAID PROPRETY is bounded as under:

On the North: By Road and the property under Chalta No. 25 of P. T.

Sheet No. 133

On the South: By Road

On the East: By Road

On the West: By property bearing Chalta No. 25 and Chalta No. 29 of P.

T. Sheet No. 133

SCHEDULE II (DESCRIPTION OF FLAT)

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On th	ne North	ı:		-			
On th	ne South	າ:		-			
On th	ne East:						
On th	ne West	:					

SCHEDULE - III PAYMENT SCHEDULE

Flat/shop	Nos	on	the	Floo	or,	Area
()	square	meters	in	Building	"D	HANAHSHREE
CROWN"	Value of	Rs	/	- (Rupees		only)

Stage	Particular of stage		Amount
stage 1	On Signing of Agreement	Rs.	
Stage 2	On or before completion of Plinth of stilt floor	Rs.	
Stage 3	On or before completion of First floor slab	Rs.	
Stage 4	On or before completion of Second floor slab	Rs.	
Stage 5	On or before completion of Third floor slab	Rs.	
Stage 6	On or before completion of Fourth floor slab	Rs.	
Stage 7	On or before completion of Fifth floor slab	Rs.	
Stage 8	On or before completion of Sixth floor Slab	Rs.	
Stage 9	On or before completion of Seventh floor Slab	Rs.	
Stage 10	On or before completion of Eighth Floor Slab	Rs.	
Stage 11	On or before completion of Roof Slab	Rs.	
Stage 12	Commencement of masonary	Rs.	
Stage 15	Commencement of internal plaster	Rs.	
Stage 16	Commencement of external plaster	Rs.	
Stage 17	On or before Handing over the Possession of Fla	Rs.	
	TOTAL	Rs.	-

SCHEDULE - IV

(SPECIFICATION OF SAID FLAT)

- 1. **STRUCTURE**: The buildings shall be generally R.C.C. framed structure.
- 2. **WALLS:** External walls of the building shall be 23cm thick laterite walls. The internal walls shall be of 10cm thick single brick masonry.
- 3. **PLASTER**: The external walls of the building shall have sand faced plaster in two coats. The internal wall shall be plastered with cement mortar and a coat of neeru.
- 4. **DOORS**: Main door to the flat in living area shall be of teakwood frame 4" x 2 ½ " size and the door shutter shall be of veneered and polished flush door shutter. All other internal door frames of bed-rooms & balconies & toilets shall be of sal-wood / matti or equivalent of 4" x 2 ½" size. Bedrooms, balcony , toilet shutters shall be of 30mm thick flush doors painted with white oil paint or polished as necessary . The windows of the building/flats shall be of aluminum sliding shutters with 4mm clear glass. Ventilators in toilets/WC shall be of aluminum frame and movable glass louvers.
- 5. **FLOORING**: The flooring for living, dinning, bedrooms, kitchen, and balconies shall be of single light shade vitrified tiles. The toilets and W.C. Walls shall have light shade ceramic/glazed tiles upto 2.1 mtr. height and floor of toilets and W.C. shall be anti skid ceramic tiles. Size of the tiles shall be decided by the OWNER-CUM-DEVELOPER at the relevant time.
- 6. **PAINTING**: The external walls of the building shall have cement based exterior paint. Internal walls shall be finished with one coat of cement primer and lambi work. Painting of all walls and ceiling shall be in light colour acrylic distemper. Internal walls of common staircase and passages to be finished with oil bound distemper.
- 7. **PLUMBING**: The bath-rooms and W.C. Shall be provided with concealed CPVC water-pipe line. Each of the bathroom shall have provision for hot and cold water line for shower (geyser to be provided by PURCHASER) and one white wash basin and one white EWC floor mounted with one bib cock, flush tank shall also be provided.
- 8. **KITCHEN**: The kitchen shall be provided with black granite plat-form on khadappa supports with single bowl steel sink not exceeding 10 ft . Light Coloured ceramic/glazed tiles upto a height of 60cm shall be provided over the plat-form.
- 9. **ELECTRICAL**: All wiring shall be of good quality copper wire and concealed in slabs and walls in PVC conduits. Living/dining area shall have two light points, one fan point, one 5amps plug point and one

telephone point; bed-rooms shall have two light points, one fan point, one AC point and one 5 amps plug point on the board. Kitchen shall have one fan point and two light points, one 5 amps & one 15 amps plug point shall be provided over the plat-form. Bathrooms shall have one light point and one 15 amps plug point. One bell point shall be provided for each flat. Balcony shall be provided with one light point. Individual electrical meters shall be provided to each flat. (Fittings like bulbs, tubes, fans, geysers etc shall NOT be provided by OWNER-Cum-DEVELOPER.

10. Elevator to building shall be provided.

Note: Materials, fittings, wires etc. shall be as per these building specification and shall be decided and chosen by the OWNER-CUM-DEVELOPER only.

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2)

ANNEXURE I

Copy of RERA Registration certificate of the project granted by the real estate regulatory authority.

ANNEXURE II

Certificate of Title

ANNEXURE III

Copy of the plans of the layout as approved by the concerned authority.

ANNEXURE IV

Plan of purchased apartment / shop (delineated in red boundary line)