

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON THIS DAY OF TWO THOUSAND TWENTY (...../..../2020) AT CITY PANJIM, BY AND BETWEEN:

M/S. MATHIAS CONSTRUCTION PVT. LTD. A company incorporated under the Companies Act, [1956/2013] with the registrar of companies at Panjim under no. 24-01685, having PAN card no. AABCM3894L, Having its registered office at Mathias House, Opp. Luis Gomes Garden, Campal, Panaji, Goa- 403001 represented herein by its Managing Director **MR. JOE MATHIAS**, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001 by virtue of Resolution of its board director dated 07.06.2017 hereinafter referred to as the "**LAND OWNERS " OF THE FIRST PART;**

AND

MR. JOE MATHIAS, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 (hereinafter referred to as "CONFIRMING PARTY No.1").

MRS. MARIOLA MATHIAS, d/o. Late Mr. Richard Gonsalves, aged about 57 years, married, housewife, holding PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 Mob no. : 9986602086 (hereinafter referred to as "CONFIRMING PARTY No.2")

Confirming Party No.1 & Confirming Party No.2 , both Indian National, residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001, hereinafter referred to as the "**CONFIRMING PARTIES" OF THE SECOND PART;**

All are represented herein by their Power of Attorney Holder **M/s. PRESTIGE ESTATES PROJECTS LTD**, a company incorporated under the provisions of Companies Act, having its Registered Office at "The Falcon House", No.1, Main Guard Cross Road, Bangalore - 560 001 represented by its Authorised Signatory, hereinafter collectively referred to as the "**OWNERS**" (which expression wherever it so requires shall mean and include their respective successors, legal heirs, legal representatives, administrators and executors) **OF THE SECOND PART;**

AND

M/S. PRESTIGE ESTATES PROJECTS LTD., a Company incorporated under Companies Act, having its registered office at "The Falcon House" No.1, Main Guard Cross Road, Bangalore -560 001, represented by its duly Authorised Signatory/Director, hereinafter called the "**DEVELOPER**" (which expression wherever it so requires shall mean and include all its successors-in-interest, and assigns etc.) **OF THE THIRD PART**

AND

MR. JOE MATHIAS, son of late Mr. Marcelino Mathias, aged about 70 years, married, businessman, holding PAN card no. ADCPM7021N and holding holding Aadhaar card no. 3964 1132 5863 Mob no. 9822157777 And his wife

MRS. MARIOLA MATHIAS, d/o. Late Mr. Richard Gonsalves, aged about 57 years, married, housewife, holding PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 Mob no. : 9986602086 Both Indian National, both residing at Villa Mathias, Opp. Circuit House, Altinho, Panaji- Goa- 403001; hereinafter referred to as the **"CONFIRMING PARTY" OF THE FOURTH PART;**

(1) **MR.** , s/o. Mr. , age years, married, business, Holding pan card no. and holding Aadhaar card bearing no. , mob no. and his wife

(2) **MRS.** , d/o. Mr. , age years, married, business, Holding Pan card no. , holding Aadhaar card no. , and mob no. , both r/o. , hereinafter called as the **"PURCHASERS" OF THE FOURTH PART"**.

AND

ALL THE PARTIES TO THIS AGREEMENT INCLUDING THE DIRECTORS OF THE FIRST AND THE THIRD PART ARE INDIAN NATIONALS.

Land Owners, Developer Cum Builder and Confirming Parties are together referred to as **"SELLERS";**

The expression **LAND OWNERS, DEVELOPER CUM BUILDER, CONFIRMING PARTIES AND PURCHASERS** herein used shall, unless repugnant to the context or meaning there of shall mean and include their heirs, executors, administrators, successors, legal representatives and assign.

WHEREAS there exists a property admeasuring 80720 sq. mtrs which is a part of property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM" known as "MAULINGEM" described in the Land Registration Office of Ilhas under No: 14890 at page 91 of Book B- 39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for "Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square metres which part is of holding bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres and more

particularly described in the **Schedule-I** herein under written and hereinafter referred to as the '**SAID PROPERTY**' ;

AND WHEREAS the property bearing survey no. 249/1-A of Taleigao is approximately admeasuring 83160 square metres but is now limited to 80720 sq. mtrs as parts of this holding has been conveyed and assigned to different purchasers on different dates as follows:

- a) A plot of land admeasuring 1500 sq. mtrs. allotted to Mr. Ranjit Satardekar and his wife Mrs. Vijaya Satardekar in terms of Decree dated 14.03.2012 in first appeal no. 289/2006.
- b) By Deed of Sale dated 24.10.2006, registered under no. 90/2007 dated 09.01.2007 a plot admeasuring 640 sq. Mtrs was sold and conveyed to M/s Merdian Estate Pvt Ltd.
- c) By Deed of Sale dated 05.07.2010, registered under no. 2049/2010 dated 19.07.2010 a plot admeasuring 300 sq. Mtrs was sold and conveyed to M/s Merdian Estate Pvt Ltd.

AND WHEREAS for efficient management and administration the Said Property is divided in 4 sectors being sector no. I to IV and sector no. I is being developed by M/s Paramount Build Well Construction Pvt Ltd and Sector IV is proposed to be developed by the Owner, Confirming Parties and the Developer cum Builder vide Agreement dated 09.06.2017 duly executed before Notary Adv. N. S. Shinde registered under his Registration 556/2017 dated 09.06.2017, hereinafter referred to as "**JOINT VENTURE AGREEMENT**".

AND WHEREAS the Said Property is part of larger property formally surveyed in the cadastral survey no. 785 described in Land Office of Ilhas under No: 14890 at page 91 of Book B- 39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for "Matriz Predial" under No. 306 and 305 respectively.

AND WHEREAS the cadastral survey records in respect of said larger property in its "Registo De Agrimensor" shows that this property bearing survey no. 785 known as third division of Maulingem belonged to Gen. Daniel Ferreira Pestana (Retd) of Panjim.

AND WHEREAS by inscription no. 673 at page 137 V of book F-2 the larger property is enrolled in the name of Gen. Daniel Ferreira Pestana (Retd) having inherited it from his daughter Verediana Leite De Souza Pestana who inturn had inherited the same on the death of her late mother Verediana Constanca Leite De Souza e Castro Pestana.

AND WHEREAS by sale deed dated 15.07.1923 it is seen that the said larger property was purchased by one Mr. Jose Maria Pereira from the heirs of Gen. Daniel Ferreira Pestana (Retd) to whom it was allotted in the inventory proceedings before the civil court, third office at Panjim.

AND WHEREAS by inscription no. 12908 and 12909 at page 71 reverse of Book no. F-21 shows that the larger property bearing description no. 14890 and 2636 is found inscribed in the name of said Jose Maria Pereira.

AND WHEREAS by an unconnected inscription bearing no. 10286 at page 146 V of Book G-19 it is seen that Mrs. Dona Matildes Gonsalves Pereira was a widow of said Jose Maria Pereira who died leaving her as a half sharer and his sole and universal heirs Dr. Carlos Bernard Gonsalves Pereira married to Emma De Barretto Colasco Gonsalves Pereira and Dr. Antonio Armando Gonsalves Pereira then a bachelor.

AND WHEREAS the said Mrs. Dona Matildes Gonsalves Pereira Dr. Carlos Bernard Gonsalves Pereira, his wife Emma De Barretto Colasco Gonsalves Pereira and Dr. Antonio Armando Gonsalves Pereira along with his wife Viviana Nichole Marie Leontine Delanny Gonsalves Pereira, by Sale Deed executed on 21.02.1947 sold the larger properties to Mr. Andre Andrade, widower from Dona Paula.

AND WHEREAS by inscription no. 19396 to 19398 at page 89 of Book no. G-31 shows that the said larger property came in ownership of one Mr. Andre Andrade then a widower, which was earlier recorded in the name of said owners, by virtue of inscription no. 19390 to 19392.

AND WHEREAS the land acquisition award dated 28.03.1969 shows that government had acquired an area of 89045.43 sq. mtrs of the said larger property in due process of law.

AND WHEREAS the survey records showed the name of Government of Goa only as the occupant of the said larger property and Mrs. Clotildes Fernandes the daughter in law of said Mr. Andre Andrade filed an application that the said larger property should have been recorded in her name by deleting the name of the Government of Goa.

AND WHEREAS the learned Deputy Collector and Sub Divisional Officer by his judgment dated 22.02.1988 in case no. LRC/GDL/5/87 partly allowed the application ordering that said Mrs. Clotildes Fernandes was the co occupant of the said larger property along with the Government.

AND WHEREAS by subsequent order dated 29.09.1994 the learned Deputy Collector and Sub Divisional Officer of the Panjim Sub Division in case no. LND/Part/43/90 the partition of the holding was confirmed the numbering the portion behind the acquired property as survey no. 249/1-A.

AND WHEREAS an inventory proceeding were initiated on the death of said Mr. Andre Andrade bearing no. 310/04/B which culminated by orders dated 18.08.2006 before the Civil Judge Senior Division "A" at Mapusa. It is seen that said Mr. Andre Andrade died leaving behind following legal heirs.

- a) Mr. Sebastiao Andrade married to Mrs. Clotildis Fernandes also known as Clotina Fernandes
- b) Mrs. Rosalina Andrade married to Mr. Santana Pereira.
- c) Mrs. Conceicao Andrade married to Mr. Alexo Barretto.
- d) Mrs. Santana Andrade married to Mr. Lourenco Mergulho.
- e) Mrs. Vijaia Andrade married to Mr. Jose Fernandes alias Raghunth Narayan Nagvekar.

AND WHEREAS by deed of sale executed on 28.08.1959 the said Rosalina Andrade, Conceicao Andrade and Santana Andrade along with their spouses sold their undivided right to the estate in favour of their brother Mr. Sebastiao Andrade.

AND WHEREAS the said Mr. Sebastiao Andrade became owner of 4/5th right to the estate of Mr. Andre Andrade including the Said Property.

AND WHEREAS the said Mr. Sebastiao Andrade expired on 18.08.1962 leaving behind his widow and half sharer Clotildes Fernandes and as his sole and universal heir his daughter Emuna Andrade as confirmed in Deed of Succession dated 25.06.1963.

AND WHEREAS by deed of partition dated 13.09.1963 the Said Property was allotted to Clotildes Fernandes.

AND WHEREAS although the said Deed of Partition was subsequently challenged by the said Emuna Andrade the suit was dismissed thus upholding the deed of partition.

AND WHEREAS the remaining 1/5th of the said property as also the other estate of late Mr. Andre Andrade belonged to Vijaia Andrade married to Jose Fernandes alias Raghunth Narayan Narvekar.

AND WHEREAS the said marriage of Vijaia Andrade to Jose Fernandes alias Raghunth Narayan Narvekar was dissolved by decree of divorce dated 16.02.1973 in Spl. Civil Suit no. 1/1971 before the Civil Judge Senior Division at Panjim.

AND WHEREAS the said Vijaia Andrade was entitled to 1/10th and the other 1/10th is the entitlement of Jose Fernandes alias Raghunth Narayan Narvekar.

AND WHEREAS the said Jose Fernandes alias Ragunth Narayan Narvekar and his spouse of second nuptials Rucmine Ragunath Narvekar sold the said entitlement to one Mrs. Vijaya R. Satardekar and Sadik Sheik.

AND WHEREAS the said Vijaia Andrade along with Mrs Rosalina Andrade as a confirming vendor, sold the 1/10th right to Mr. Joe Mathias i.e., the Confirming Party No. 1 by Deed of Sale dated 01.07.1998.

AND WHEREAS the said Mrs. Vijaya R. Satardekar, Sadik Sheik and Joe Mathias along with their spouses acquired interest in the said estate of Late Andre Andrade and were parties to the Inventory Proceedings no. 310/04/A(B).

AND WHEREAS the said Mr. Ranjit Satardekar and Mrs. Vijaya R. Satardekar challenged the said inventory proceeding before the Hon'ble High Court of Bombay at Goa in first appeal no. 289/2006 which appeal came to be dismissed on 14.03.2012 and it was declared that Mr. Joe Mathias and his wife Mrs. Mariola Mathias ie. the Confirming parties herein were exclusive owners of the said Property being the remaining area of survey no. 249/1-A of Taliegao excluding the area of plot admeasuring 1500 sq. mtrs retained for the said Mr. Ranjit Satardekar and Vijaya Satardekar.

AND WHEREAS the Mr. Joe Mathias and his wife Mrs. Mariola Mathias, the Confirming Parties are thus the sole owners of the said property which property was included in fixed assets of proprietary concern of Mr. Joe Mathias names as M/s J. M Developers corporation.

AND WHEREAS subsequently by a document title Deed of Succession by transfer of undertaking executed on 31.03.2009 it is stated therein that M/s J. M Developers Corporation a proprietary concern of Mr. Joe Mathias has been succeeded by M/s Mathias Construction Pvt Ltd., a Private Limited Company.

AND WHEREAS by virtue of above said Deed of succession by transfer of undertaking executed by the aforesaid Mr. Joe Mathias and his wife in personal capacity the said property is irrevocably transferred to and vested in the ownership of above said company i.e., the first party of First Part mentioned herein and since then the First Party have got clear and marketable right to the Said Property in general and sector IV mentioned herein under Schedule B.

AND WHEREAS the Land Owners, Confirming Parties and the Developer cum Builder have entered into Joint Venture Agreement dated 09.06.2017 duly executed and registered before the Notary Adv. N. S. Shinde under his reg. No. 556/2017 by virtue of which the owner with the consent and intervention of the Confirming Parties have

entrusted the Said Property in general and Sector no. IV; more particularly shown on the plan annexed hereto to be eventually developed as originally "Ocean Park Phase II" which is now being changed to "Prestige Ocean Crest" and that the Confirming Parties in the said J.V. agreement confirms that they have no claim of any nature of whatsoever to the Said Property in general and development thereof in Sector IV in particular and they are stopped from claiming any right in respect of the Said Property. However they have been joined as an abundant caution and that the confirming party in the said J. V Agreement without prejudice have agreed and undertaken to sign and execute at the instance of First Party all property, conveyance, deeds or documents thereof in favour of prospective buyers/ persons who may be ultimate buyers of saleable area developed in sector IV of the Said Property as and when required by the Third Party.

AND WHEREAS the Owners of the First Part in view of above referred documents are claiming for self as well as on behalf of second party to be absolute owners in respect of Sector IV which is identified in the plan annexed hereto and more particularly described in schedule II herein written and hereafter referred as **"THE SAID SECTOR IV"**.

AND WHEREAS the First Party being desirous of getting the said sector IV developed through Third Party and have therefore entered into a J. V. Agreement with them for development and construction of THE SAID SECTOR IV.

AND WHEREAS the FIRST PARTY have obtained approvals from the concerned authority for development and construction of residential/ commercial building consisting of apartments of various configurations alongwith club house and restaurant, in the SAID PROPERTY of the SAID SECTOR IV from various authorities:

- i) **Greater Panaji Planning and Development Authority vide reference No. GPPDA/134/TAL/821/2018 dated 17/10/2018**
- ii) **Village Panchayat of Taleigao construction licence No. VP/TLG/CONST. LIC./38/2018-19/2012 Dated 05/11/2018.**
- iii) **Directorate of Health Services NOC No. UHCP/DHS/NOC/18-19/3118 Dated 11/01/2019.**
- iv) **Directorate of Fire & Emergency Services NOC No. DFES/FP/HP/19-20/51 Dated 12/04/2019.**
- v) **Goa State Environment Impact Assessment Authority No.3-181-2010/STE-DIR/169 Dated 28/11/2019.**

vi) **Goa State Control Pollution Board Consent to Establish vide No. 12/2019-PCB/119749/R0001043 Dated 23/12/2019.**

AND WHEREAS the SAID PROPERTY is classified partly under C1 Zone and partly under C2 Zone as per the present Outline Development Plan of Panaji Development Authority.

AND WHEREAS pursuant to all the above the Developer cum builders has been developing the said Sector IV, into a residential/ commercial building consisting of apartments of various configurations alongwith club house and restaurant along with the Common Areas, and the Common Amenities and Facilities applicable to the entire development known as “**PRESTIGE OCEAN CREST**” and hereinafter referred to as the “**SAID PROJECT**”.

AND WHEREAS the Sellers have appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; **AND WHEREAS** the Sellers have registered the Said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at [•] under No. [•].; authenticated copy is attached in Annexure;

AND WHEREAS the Sellers have appointed a 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/buildings;

AND WHEREAS in terms of the Scheme formulated by the Owners, Confirming Parties and the Developer cum Builder any person/s, company, partnership firm or any other business authority interested in owning an Apartment/shops/restaurants in the Said Project in the said Sector IV will be entitled to acquire undivided share in the Schedule “C” Property corresponding to the super built up area of the Apartment/shops/restaurants agreed to be constructed for the Purchaser in the Said Project and the Purchaser herein made an application for allotment of an Apartment/shops/restaurants in the Said Project and the Purchaser has been allotted Apartment/shops/restaurants No. on the Floor of building identified as ‘ ’ in the Project “**PRESTIGE OCEAN CREST**” having a carpet area of square meters and super built up area of square meters along with One car parking in the basement/stilt, collectively set out in Schedule “D” (Schedule ‘D’ Apartment) with proportionate share in the Common Areas of the Project;

AND WHEREAS the Owners have informed the Purchaser and the Purchaser is fully aware and has consented that the Common Areas and Common Amenities in the Said Project, shall be maintained by the associations of apartment owners in the Project once the maintenance being handed over the Associations of the Owners;

AND WHEREAS the Owners have made disclosures detailed in Clause 10 of this Agreement to the Purchaser;

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

AND WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advice and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION:

1.1 Definitions

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) including the Goa Real Estate (Regulation and Development) Rules, 2017 where the context so requires;
- (b) **“Agreement”** shall mean this agreement to sell the Schedule ‘C’ Property and construction of the Schedule ‘D’ Apartment , including the schedules and annexes hereto, as may be amended from time to time;
- (c) **“Applicable Law”** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule “A” Property which are in effect or as

may be amended, modified, enacted or revoked from time to time hereafter;

- (d) **“Association or Association of Apartment Owners or Owners Association”** shall all mean the same, being the Association of Apartment Owners to be formed by the Owners, in respect of the Project as per the provisions of the Goa Apartment Ownership Act, 1972 or Co-operative Societies registered under the Goa Co-operative Societies Act, 2001 and Rules 2003;
- (e) **“Association Agreement”** shall mean the Maintenance Agreement between the Association and the service provider for maintenance of the Common Areas and the Common Amenities and Facilities of the Project;
- (f) **“Apartment/ Apartments”** shall mean the residential apartment units in the Project
- (g) **“Balance Sale Consideration”** shall mean any part of the sale consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the payment plan in terms of **Annexure I** hereto, each of which individually also being Balance Sale Consideration and collectively also referred to as Balance Sale Consideration.
- (h) **“Balance Cost of Construction”** shall mean any part of the Cost of Construction which has not been paid and is required to be paid under this Agreement in terms of the instalments in the payment plan in terms of **Annexure II** hereto, each of which individually also being Balance Cost of Construction and collectively also referred to as Balance Cost of Construction.
- (i) **‘Building/Buildings’** shall mean residential Apartment Buildings and Club House Building as per Development Plan approved by GPPDA and as per the Sanctioned Plan approved by Panchayat of Taliegao.
- (j) **“Completion Period”** shall mean the January 2023 or such extended time as provided in Clause 7.3 below, before which the Owners would have applied for and secured the Occupancy Certificate/Partial Occupancy for the said Project developed in scheme in sector IV.
- (k) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls of the Apartment and shall exclude area covered

by external walls, services shafts, exclusive balcony or verandah and exclusive open terrace and any other Limited Common Areas.

- (l) “Car Parking Space” shall mean an area provided with a roof as approved sanctioned plan for parking of vehicles of the Purchaser which detailed in Schedule D of this Agreement;
- (m) “**Commencement Certificate**” shall mean license and plan sanctioned by the GPPDA (the Sanctioned Plan).
- (n) “**Common Areas of the Project**” shall mean and include areas demarcated and declared as the common areas of Project and as detailed in **Annexure IV** hereto. The Common Areas in the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or Owners Association to be followed by all the owners/occupiers of the apartments in the Project;
- (o) “**Common Amenities & Facilities of the Project**” shall mean and include those amenities and facilities of the Project as detailed in **Annexure V** hereto, the Common Amenities and Facilities of The Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Sellers or the Association to be followed by all the owners/occupiers of the Apartments.
- (p) “**Cost of Construction**” shall have the meaning ascribed to the term in Clause 4;
- (q) “**Deed of Declaration**” shall mean the deed of declaration to be executed by the Sellers to submit the Project, the Common Areas, the Common Amenities and Facilities of the Project under the provision of the Goa Co-Operative Housing Societies Act, 2001 ;
- (r) “**Disclosures**” shall mean the disclosures made by the Sellers to the Purchaser, pertaining to the Project and the development of the Schedule “ ” Property as detailed in clause 10 below and accepted by the Purchaser to their knowledge;
- (s) “**Force Majeure**” shall mean the occurrence of one or more of the following events:-
 - i) war,
 - ii) flood,

- iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature.
- (t) **“Interest”** means the rate of interest payable by the Sellers or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR).
- (u) **“Local Authority” or “Authority”** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court, Goa Electric Supply Company, Corporation of Panjim, PWD, Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule “A” Property;
- (v) **“Limited Common Area”** shall mean the Purchaser Car Parking Area and such other areas from and out of the Common Areas of the Project, which are allotted for the exclusive use by the apartment owners in Project as they would be attached to such apartments and capable of being used by the owners of the apartments and to be maintained by the owners of the apartments at their cost and not as part of the Common Area.
- (w) **“Occupancy Certificate”** means the occupancy certificate or partial occupancy certificate or such other certificate by whatever name called, issued by the Authority confirming completion of the Project or any of portion therein and pursuant thereto permitting occupation of the building for which the occupation certificate is issued;
- (x) **“Other Costs Charges and Expenses”** shall mean all the amounts set out in **Annexure VI** hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, Cost of Construction and Statutory Payments.
- (y) **“Party”** unless repugnant to the context, shall mean a signatory to this Agreement and **“Parties”** unless repugnant to the context, shall mean a collective reference to all the signatories to this Agreement;

- (z) **“Payment Plan”** shall mean the payments of instalments payable by Purchaser under **Annexure I and Annexure II** hereto. Each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (aa) **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation and shall include any other person as defined under the Act;
- (bb) **“Project”** shall mean **“PRESTIGE OCEAN CREST”** i.e. development and construction of residential/ commercial building consisting of apartments of various configurations along with club house and restaurant as per the Sanctioned Plan in the Schedule B Property;
- (cc) **“Project Account”** shall mean the Rera Account No. [•] , Collection Account No. [•] , opened in Kotak Bank Limited, Lavelle Road Branch, Bangalore, standing in the name of the Developer.
- (dd) **“Purchaser Car Park/s”** shall mean the car parking spaces space/s allotted to the Purchaser for his/her/their exclusive use so long as the Purchaser owns and occupies the Schedule ‘D’ Apartment or by any of the occupiers of the Schedule ‘D’ Apartment under the authority or agreement with the Purchaser herein;
- (ee) **“Purchaser Covenants”** shall mean covenants given by the Purchaser in terms of Clause 12 hereof;
- (ff) **“Purchaser’s Warranties”** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause 12 hereof;
- (gg) **“Owner/Owners”** shall mean any owner or owners of Apartments in the any phase of the Project ;
- (hh) **“Rights and Obligations”** shall mean that the Purchaser shall be bound by the obligations set out in Schedule “F” hereto and have the rights set out in the Schedule “E” hereto in the use and enjoyment of the Schedule ‘D’ Apartment ;

- (ii) **“Sale Consideration”** shall have the meaning ascribed to the term in Clause 3.1;
- (jj) **“Sale Date”** shall mean the date of execution and registration of the Sale Deed by the Sellers in favour of the Purchaser;
- (kk) **“Sale Deed”** shall mean the deed of sale to be executed by the Sellers, for legally conveying the absolute right, title and interest in the Schedule ‘C’ Property and the Schedule ‘D’ Apartment in favour of the Purchaser on the terms and conditions contained therein under the Scheme ;
- (ll) **“Schedule “B” Property”** shall mean the land on which the Project is being developed by the Sellers and more fully described in the Schedule “B” hereto;
- (mm) **“Schedule “C” Property”** is the undivided share of the land described in Schedule “B” corresponding to the Schedule “D” Apartment more fully set out in the Schedule “C” hereto;
- (nn) **“Schedule “D” Apartment”** is the apartment which is being constructed under the Scheme and more fully described in the Schedule “D” hereto by the Sellers for the Purchaser/s ;
- (oo) **“Scheme”** shall mean the scheme of development of the Project under which Persons interested in owning an Apartment in the Project (a) are required to acquire undivided share corresponding to the Apartment (which undivided share is computed corresponding super built up area of such Apartment taking into consideration the total super built up area achieved on the land extent comprised in the Schedule B Property including utilisation of transferable development rights i.e. TDR).
- (pp) **“Sellers’ Warranties”** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 9 below;
- (qq) **“Specifications for the Project”** shall mean the specifications of construction of the Project set out in Annexure III hereto or any equivalent thereto in terms of quality ;
- (rr) **“Statutory Payments”** shall mean statutory charges including Goods and Service Tax (“GST”) as applicable from time to time , which will be payable

by the Purchaser in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;

(ss) “Structural Defects” shall mean any structural defect relating to Schedule D Apartment as provided in the Act;

(tt) “Super Built Up Area” of any Apartment shall mean the aggregate of (i) the Carpet Area of an Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project ; and

(uu) “Tower/Towers” shall mean Tower No.1 to 2 as per the Sanctioned Plan.

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

(a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation:

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neutral gender shall also include the other;

(d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.

(e) Harmonious Interpretation and Ambiguities within the Agreement:

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

(i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.

(ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.

(iii) Between any value written in numerical or percentage and in words, the words shall prevail.

(f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement

- or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
 - (h) no Section in this Agreement limits the extent or application of another Section;
 - (i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
 - (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - (k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2. AGREEMENT TO SELL AND CONSTRUCT:

That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme of development and paying (a) the Sale Consideration, the Cost of Construction (b) the Other Cost Charges and Expenses, (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase the Schedule "C" Property and the Developer agrees to construct the Schedule "D" Apartment under the Scheme in terms of the Agreement for the Purchaser.

3. SALE CONSIDERATION FOR THE SCHEDULE "C" PROPERTY:

- 3.1 The Total Sale Consideration to be paid by the Purchaser to the Sellers, shall be Rs. [•] /- (Rupees [•] Only) towards the sale of the Schedule "C" Property.
- 3.2 The Purchaser on this day has paid Rs. [•] /-) towards the sale Consideration of the Schedule "C" Property to enable the Purchaser to get constructed the Schedule "D" Apartment by paying the Cost of Construction to the Developer.
- 3.3 The Purchaser has paid, and shall be required to pay the Balance Sale Consideration in terms of the Payment Plan at **Annexure I** hereto.

4. COST OF CONSTRUCTION OF THE SCHEDULE "D" APARTMENT:

- 4.1 The Total Cost of Construction of Schedule 'D' Apartment is Rs. [•]/- (Rupees [•] Only);
- 3.4 The Purchaser has on this day has paid to the Sellers Rs. [•] /- (Rupees Twenty Eight Lakhs Forty Five Thousand Five Hundred And Twenty Only) to the [•] towards the Cost of Construction of the Schedule "D" Apartment hereby agreed to be constructed and delivered
- 4.2 The Purchaser has paid and shall be required to pay the Balance Cost of Construction to the Sellers in terms of Payment Plan at **Annexure II** hereto.
- 4.3 The Purchaser has assured the Sellers that the Purchaser shall make payments towards the Sale Consideration and the Cost of Construction and all the Other Costs, Charges and Expenses without any delay or default. The payment as per the Payment Plans is essence of this contract and has direct impact on progress of construction of Project. The Purchaser has assured the Sellers that the Sale Consideration and the Cost of Construction, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Sellers having raised a demand for payment of such instalment.
- 4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications based on the Applicable Law.
- 4.5 The Sellers has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development and there would be sufferance to the Sellers.
- 4.6 The Purchaser has been made aware and the Purchaser is fully aware that there are other purchasers who would be joining the Scheme and would rely upon the assurance given by the Purchaser herein for the payment of the instalments set out in the Payment Plan and the Statutory Payments within time and without any delay or default.
- 4.7 All payments toward the Sale Consideration and Cost of Construction shall be made by cheque or demand draft or wire transfer payable in favour of the Sellers or as directed by the Sellers to the Project Account.

- 4.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of the first time a cheque is dishonoured, a sum of Rs. 5,000/- (Rupees Five Thousand Only) will be debited to the Purchaser's account.
- 4.9 The amounts deposited in the Project Account shall be liable to be withdrawn to the extent permitted under the Act by the Sellers from time to time and where ever required upon the certification as provided under the Act.
- 4.10 Subject to the Purchaser complying with the terms and conditions of this Agreement, and payment of all amounts payable by the Purchaser under this Agreement, the Sellers shall execute the Sale Deed and register the Sale Deed in favour of the Purchaser.
- 4.11 Tax Deduction at Source ("TDS") of 1% of Sale Consideration and Cost of Construction shall be paid by the Purchaser as per the provision of section 194 IA. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Sellers on or before 10th of the subsequent month of deduction.
- 4.12 The Cost of Construction shall be escalation-free, however the Purchaser hereby agrees to pay, any increase in Cost of Construction on account of development charges payable to the Authority and/or Statutory Payments which may be levied or imposed by the Authority from time to time. The Sellers hereby agrees to enclose the notification/order/rule/regulation for effecting the increase in development charges or cost/ charges imposed by the Authority along with the demand letter being issued to the Purchaser
- 4.12 The Sellers shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Schedule D Apartment is complete and the 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 by the Sellers. If there is any reduction in the carpet area within the defined limit then Sellers shall refund the excess money paid by Purchaser 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 Disclosures on website) Rules, 2017 from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Sellers shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan.

4.14 The Purchaser authorizes the Sellers 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 Sellers may at their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Sellers to adjust payments in any manner.

5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER:

- 5.1 In the event of there being any delay by the Purchaser in payment of the instalments under the Payment Plans, on the due dates, for whatsoever reasons, the Purchaser shall be liable to pay 'Interest' to the Sellers on such delayed payments, from the due date till payment of such amount.
- 5.2 Notwithstanding anything stated in clause 5.1 above, if the Purchaser fails to any instalment/s due for payment within two months of becoming due along with Interest for delayed period after having received notice from the Sellers, the Sellers will be entitled to terminate this Agreement.
- 5.3 In the event of breach by the Purchaser of any of the terms of this Agreement, and such breach not being cured, within a period of 30 days of being notified of such breach, the Sellers shall be entitled to terminate this Agreement and on such termination the Sellers shall be entitled to the rights as provided in clause 5.4 below.
- 5.4 In case of termination of this Agreement in terms of clause 5.2 or 5.3 above, the Sellers shall refund the amounts paid toward the Sale Consideration and Cost of Construction to the Purchaser within 60 days of termination of this Agreement, after forfeiting sum equivalent to 10% of the Sale Consideration and Cost of Construction payable by the Purchaser. On such termination the Sellers shall be entitled to deal with the Schedule C Property and the Schedule "D" Apartment without any let, claim or hindrance by the Purchaser. It is clarified that amounts paid by the Purchasers towards Statutory Payments to the Sellers will not be liable to be refunded.
- 5.5 If the Purchaser has availed loan from any financial institution or the bank, then in that event based on the terms of such loan, all amounts to be refunded to the Purchaser in terms of clause 5.4 above shall be paid over to the financial institution or the bank against issuance "no claim certificate" in favour of the Sellers and the

Sellers shall also be entitled to hand over of original of this Agreement that may have been deposited by the Purchaser with the bank or any financial institution.

6. CONSTRUCTION OF THE SCHEDULE “D” APARTMENT:

6.1 The Sellers shall construct the Schedule “D” Apartment in accordance with the Specifications set out herein. The Sellers shall not make any changes to the Schedule “Apartment, without the consent of the Purchaser.

6.2 The Sellers shall not make any additions and/or alterations in the Sanctioned Plans and Specifications, without the previous written consent of the Purchaser and other purchasers of the Project as required under the provisions of the Act. Provided, the Purchaser shall be deemed to have consented to all changes or alterations as permitted under the provisions of the Act or as may be directed by any Local Authority.

7. DATE OF DELIVERY OF THE SCHEDULE ‘D’ APARTMENT:

7.1 Subject to the Purchaser having complied with the obligations under this Agreement, including timely payment of Sale Consideration and Cost of Construction as per the agreed Payment Plans and there being no events of Force Majeure, the Sellers shall complete of the Project within the Completion Period.

7.2 The Purchaser shall, within a period of 60 days of the Sellers completing the Project and furnishing the Occupancy Certificate, pay all the amounts due and payable under the Payment Plans and take possession of the Schedule “D” Apartment and also take registration of the Sale Deed simultaneously.

7.3 The Completion Period shall be extended by such time as the Sellers may specify in writing and permitted under the Act and for any reason of any Force Majeure event.

8 RIGHT OF THE SELLERS TO DEVELOP THE PROJECT, THE COMMON AMENITIES AND FACILITIES AND THE COMMON AREAS OF THE PROJECT AND THE OTHER PHASES OF THE PROJECT:

8.1 The Purchaser agrees that the Sellers shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and the Common Amenities and Facilities of the Project.

- 8.2 The Purchaser is fully aware that the Sellers will be developing the Project and constructing/completing the Buildings/Towers, Common Amenities and Facilities of the Project in two phases from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Sellers completing the other Buildings/Towers within the Completion Period even if the Purchaser has taken possession of the Schedule "D" Apartment in the Building/Tower which is completed and the Sellers has secured Occupancy Certificate for that Tower/Building.
- 8.3 The Schedule "B" Property is free of any mortgages or charges or encumbrances. In the event the Sellers taking any loans for construction and completion of the Project against the security of the Schedule "A" Property or any part thereof, the same shall not affect the rights and interest of the Purchaser to the Schedule "C" Property and/or the Schedule D Apartment.
- 8.4 The Purchaser is fully aware and has understood the Disclosures made by the Sellers pertaining to the Project.

9 REPRESENTATIONS AND WARRANTIES:

- 9.1 The Sellers acknowledge that the Purchaser has entered into this Agreement and has agreed to purchase the Schedule "C" Property and get constructed the Schedule "D" Apartment from the Sellers, taking into consideration the Disclosures made by the Sellers under Clause 10 below and based on the representations and warranties set out below (the "Sellers Warranties"):
- a) that the Sellers are the absolute owner of the Schedule "A" Property in exclusive possession of the Schedule "A" Property and no Person other than the Sellers has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "A" Property and that the Sellers have the absolute and unconditional right to sell, transfer or otherwise alienate the Schedule "C" Property;
 - b) that the Sellers have every right and power to enter into this Agreement and upon execution, this Agreement, would constitute legal, valid and binding contract between the Purchaser and the Sellers.
 - c) that the Schedule "A" Property is not the subject matter of any acquisition proceedings and there is no notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "B" Property;

- d) that the Sellers are not restrained by any court or order from any Authority from alienating the Schedule "A" property or any part thereof in the manner herein contemplated ;
- e) all approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- f) that the Sellers have duly paid and will continue to pay all 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 the Project to the Competent Authorities till the completion of the Project;
- g) that the Sellers agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and perfectly assuring transferring the title of the Schedule "C" Property and Schedule D Apartment to and in favour of the Purchaser;
- h) that the Sellers not have been restrained in any manner whatsoever from selling the Schedule "C" Property and/or constructing the Project including Schedule D Apartment in the manner contemplated under this Agreement.

9.2 The Purchaser acknowledges that the Sellers have entered into this Agreement and has agreed to sell the Schedule "C" property and construct Schedule D Apartment, based on the representations and warranties set out below (the "**Purchaser Warranties**"):

- a) that the Purchaser is competent to enter into and is/are able perform his/her/their obligations under this Agreement ;
- b) that the Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and copies of all approval secured by the Sellers including the Sanctioned Plan and the Purchaser has entered into this Agreement after verification of title of the Sellers to the Schedule "A" property and the Sellers' right to develop Schedule "A" Property.

- c) that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Sellers as detailed in Clause 10 below and after understanding the same, the Purchaser has entered into this Agreement.

10. DISCLOSURES:

10.1 The Purchaser acknowledges and confirms that the Sellers have made following disclosures to the Purchaser and the Purchaser has reviewed all of them and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Sellers to undertake every action as per Disclosures.

- a) that, the extent of Schedule 'C' Property to be conveyed to the Purchaser on execution of the Sale Deed is based on the overall super built up area of the Project and after deduction of extents of lands relinquished in favour GPPDA/Panchayat towards, parks, open space, roads, civic amenities sites etc. if any as per zoning regulations and building bye laws.
- b) that, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Associations of Apartment Owners of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project.
- c) that, the sale of the Schedule 'C' Property is only for enabling the Purchaser to construct and own the Schedule "D" Apartment and not for any other purpose. Purchaser has agreed that, on the Sellers being permitted under the provisions of the Act, for any change in FAR or utilisation of TDR, the undivided share would stand varied and will be corresponding to the overall built up area that is being constructed under the Scheme. Accordingly the quantum of undivided share to be conveyed would be finally declared in the Deed of Declaration and as per the Sale Deed.
- d) that, the Schedule 'D' Apartment can be used in terms of the rules and regulations formulated by the Sellers and/or the Associations of Apartment Owners as well as the terms set out in the Bye Laws of the Associations.
- e) that, the Sellers will be forming an Associations of Apartment Owners for the management and maintenance of Common Area and the Common Amenities and Facilities, under the provisions of the Goa Co-Operative Housing Societies

Act, 2001 and Rules 2003 pertaining to the Project and a Deed of Declaration will be executed.

- f) that the Schedule 'D' Apartment can be used for residential purposes and some shops as well as restaurants can be used for commercial purpose and cannot be used for any other purposes.

- g) that the Sellers will be granting exclusive rights to use and right to deal with Limited Common Area to other buyers of the apartments in the Project. The Purchaser confirms that before execution of this Agreement, the Purchaser has been provided with details of the Limited Common Area of the Project and is fully aware of the exclusive right of user of such Limited Common Areas in the said the Project. The Purchaser has also been informed that the Deed of Declaration shall also provide the details of such Limited Common Area and its use and exclusivity.

11. CONVEYANCE AND DELAY IN TAKING CONVEYANCE:

- 11.1 On receipt of intimation of completion of the Project by the Sellers and grant of Occupancy Certificate by Competent Authority, the Purchaser shall come forward to take conveyance of the Schedule 'C' Property and the Schedule 'D' Apartment and the Parties shall execute the such conveyance deed within 3 (three) months of the receipt of the Occupancy Certificate.

- 11.2 Upon the intimation by the Sellers that the Schedule "D" Apartment is ready for possession, after having secured the Occupancy Certificate, the Purchaser shall, within 60 days of such intimation, make all payments under this Agreement, and shall come forward to take the sale deed in terms of this Agreement. Failure on the part of the Purchaser to make payments and take the sale deed shall constitute breach on the part of the Purchaser, and the consequences as provided in this Agreement shall become applicable and the Sellers shall be entitled to enforce any of its rights thereunder.

- 11.3 The Purchaser shall also be liable to pay the electricity charges, municipal property taxes, levies, maintenance charges and any other amounts which the Purchaser is required to pay under this Agreement on expiry 15 days from date of intimation by the Sellers that the Schedule D' Apartment is ready for handover, even if the possession and conveyance is not taken and the Sellers have not terminated this Agreement.

11.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 22 (f) below.

11.5 The Purchaser shall also bear the legal charges, costs and expenses associated with the preparation, finalization, completion, execution and registration of the documentation, including this Agreement and the Sale Deed to be executed.

12 THE PURCHASER ASSURES, UNDERTAKES AND COVENANTS WITH THE SELLERS AND THE SELLERS AS FOLLOWS:

12.1 That the Purchaser shall not be entitled to claim conveyance of the Schedule "D" Apartment until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement and until completion of the Project.

12.2 Shall not to get the Schedule "D" Apartment constructed by the any other person other than the Sellers under the Scheme stated above.

12.3 Not to seek partition or division or separate possession of the Schedule "C" Property and shall not object to the construction of buildings/structures on the Schedule 'B' Property by the Sellers including apartments for sale to other purchasers and in not entitled to question or challenge the sale price agreed between the Sellers and the other buyers.

12.4 That the Purchaser has independently verified the title of the Sellers to the Schedule "B" Property and all sanctions/approvals taken for construction of the Project before entering into this Agreement. The Purchaser is satisfied with all representations and disclosures made by the Sellers concerning the Project and this Agreement constitutes complete understanding arrived at between the Sellers and the Purchaser and there are no other representation whether oral or otherwise.

12.5 That the Sale Consideration and Cost of Construction fixed and agreed herein is based on mutual negotiations between the Purchaser and the Sellers and the Purchaser shall have no right to renegotiate the same under any circumstances. The Sellers are completely free to agree to fix any other sale consideration and cost of construction with other buyers apartments in the Project.

12.6 **The Purchaser and along with other owners of the apartments in the Project undertake to join the Association to be formed by the Sellers. The Purchaser**

along with the Sale Deed will also execute Form B as provided in the Goa Co-Operative Housing Societies Act, 2001.

- 12.7 That the Purchaser and the Association shall take over the maintenance of the Project in terms of Clause 17 of this Agreement.
- 12.8 That after the Project is handed over to the Owners Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Amenities and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Amenities and Facilities are done so as to ensure proper functioning thereof.
- 12.9 After the maintenance of the building is handed over to the Association, the Sellers shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regard to the Common Amenities and Facilities of the Project.
- 12.10 All statutory payments after handing over of the Schedule "C" Apartment, in respect of the same shall be borne and paid by the Purchaser. All Statutory Payments levied by competent authorities under the law, in respect of any services which the Sellers would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Sellers of any instances of taxes on this Agreement, accruing in future.
- 12.11 The Purchaser covenants that the Purchaser shall be bound and liable to comply with the obligations set out in Schedule F and will have the rights set out in Schedule 'E' in the enjoyment of the Schedule "D" Apartment and the Common Areas and the Common Amenities and Facilities of the Project on the Schedule "D" Apartment being complete and handover.
- 12.12 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the construction of the Project on the Schedule "B" Property.
- 12.13 Its an essential term of the sale under this Agreement that the Purchaser shall not be entitled to change/alter the name of the Project, "**PRESTIGE OCEAN CREST**" to

any other name. However the Sellers shall be entitled to make the change in the name at any time before completion of the Project and before executing any sale deed in favour of any buyers of apartments in the said development.

- 12.14 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "D" Apartment to the Purchaser. The Sellers have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser. The Sellers are not responsible for any thefts during the course of the interior works.
- 12.15 The Parties agree that any default by the Purchaser in complying with the payment obligations stipulated in this Agreement would constitute sufficient reason/cause for the Sellers to terminate this Agreement, and in which case the consequences of termination under Clause 5.4 would follow immediately.
- 12.16 The Purchaser covenants to comply with and adhere to all the rules and regulations pertaining to Common Areas, Common Amenities and Facilities of the Project and shall obstruct the usage of the any Common Areas and Common Amenities by placing any objects, vehicles and other articles.
- 12.17 The Purchaser, upon handover, shall be solely responsible to maintain and upkeep the Schedule "D" Apartment at his/her own cost including all the walls, drains, pipes and other fittings and in particular which supports other the parts of the building and to carry out any internal works or repairs as may be required by the Association;
- 12.18 The Purchaser shall bear his share of all applicable taxes, cess, charges miscellaneous deposits, charges, statutory levies, etc. payable to the Government Authorities, which costs may be incurred by the Sellers on a the Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on the Project wide basis, these shall be prorated based on the measurement of the Schedule "D" Apartment and shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Sellers in this behalf.
- 12.19 The Purchaser specifically acknowledges that he/she/they has/have no objection to the Sellers/Developer undertaking development and construction of Phase II of PRESTIGE OCEAN CREST at any time during development of Project or after its completion. The Purchaser further acknowledges that the Common Areas and Common Amenities for the both the Phases shall remain common including the Club House and Owners of Apartment in both the Phases are collectively entitled to enjoy these Common Areas and Common Amenities.

13 NATURE OF RIGHT OF USAGE:

- 13.1 It is agreed that the Schedule D Apartment shall be used only for residential purposes.
- 13.2 It is agreed that the Purchaser Car Parks shall be used only for parking cars and the Purchaser Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 13.3 All the Common Areas and the Common Amenities and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the Associations and as provided herein.
- 13.4 The Purchaser shall not be permitted to use the services areas and the basements which are part of the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association formed by the Purchases for rendering maintenance services.

14 ASSIGNMENT:

- 14.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in clauses 14.2 and 14.3.
- 14.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the date of this Agreement or until payment of 60% of the Sale Consideration and Cost of Construction.
- 14.3 Any assignment shall be, subject to clause 14.2, shall be permitted only by way of written agreement between the Sellers and the Purchaser and the transferee/assignee. The transferee/assignee shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs.100/- (Rupees One Hundred Only) per square foot of the super built up area of Schedule D Apartment. The transfer fee under this clause shall not apply in case of transfer made to and between the immediate family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

15. CLUB AND MEMBERSHIP OF THE CLUB:

- 15.1 The Developer is developing as a part of PRESTIGE OCEAN CREST a club house in a portion of the Schedule `B' Property consisting of Gymnasium, Steam & Sauna, Swimming Pool, Party Hall, Mini-Theatre, Badminton Court, Squash Court, Table Tennis Room, Library and Indoor Games Room (hereinafter referred to as the Club). All the Owners/Occupants of Apartments of PRESTIGE OCEAN CREST shall be entitled to make use of Club on availability basis and by paying user/subscription charges as may be prescribed by the Developer or the Agency appointed for the maintenance of the common areas and facilities in PRESTIGE OCEAN CREST or the Agency operating the Club, from time to time.
- 15.2 The owners /occupants of apartments in PRESTIGE OCEAN CREST are not required to pay any membership fee to get admitted to this Club. However, no owner of an Apartment in PRESTIGE OCEAN CREST shall claim any exclusive right or ownership over the Club and/ its facilities/assets. The Purchaser and his immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration. In the event the apartment is leased/rented out by the Purchaser, the occupant of the apartment shall be entitled to make use of the Club facilities and the Purchaser shall not be entitled to use the Club facilities.
- 15.3 The owners/occupants of the Apartments in PRESTIGE OCEAN CREST shall follow the rules and regulations that may be prescribed for the purposes of operating, maintaining and running this Club by the Builder/Agency operating the Club, from time to time.
- 15.4 The Builder shall also be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities and provide necessary services to the Sellers/Occupants of Apartments.
- 15.5 It is clarified that non operation of Club or any of the above facilities for any reason whatsoever shall not be deemed as delay in handing over the possession of the Schedule 'D' Apartment and the Purchaser shall take possession of the Schedule 'D' Apartment even if Club and above facilities are non-operational, if the Schedule 'D' Apartment is ready and complete in all respects as per the Specifications.
- 15.6 The facilities of the Club is available for the benefit of the owner/occupant of the Apartments in PRESTIGE OCEAN CREST and in the event of transfer of ownership of the Apartment, the transferee of the Apartment will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club.

- 15.7 The Purchaser shall be bound to observe all the rules and regulations of the Club laid down by the Developer or the Agency operating the Club from time to time for using the facilities therein including payments of necessary charges.

16 TAXES AND FEES:

- 16.1 The Purchaser shall pay the Statutory Payments, Khata transfer fees or any other charges that are necessary for securing separate assessment for the Schedule "D" Apartment. It is clarified that the Purchaser shall pay all municipal and property taxes in respect of the Schedule "D" Apartment from the date its assessed separately to property taxes.

- 16.2 The Purchaser shall be liable to pay such maintenance charges from the date the Schedule "D" Apartment is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

17 ASSOCIATION OF OWNERS:

The Association of Apartment Owners shall be formed by the Sellers at any time and within 3 (three) months from the date on which majority of the purchasers have been allotted apartments in the Project. The occupation and use by the Purchaser of the Schedule "D" Apartment and all amenities in the Project shall be governed *inter alia* by the rules and regulations contained in Deed of Declaration and Bye laws of Association from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any other Person who is lawfully entitled to occupy and use the Schedule "D" Apartment, in any manner whatsoever, shall be subject to such rules and regulations.

18 MAINTENANCE OF THE SCHEDULE 'D' APARTMENT:

- 18.1 The Purchaser shall, from the date the Schedule "D" Apartment being ready for occupation, whether possession of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas of the Project and Common Amenities in the Project as determined by the Sellers and/or Association of Apartment Owners.

- 18.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "D" Apartment apart from the rules and regulations of the Association.
- 18.3 The Purchaser shall permit the Association and/or maintenance agency to enter into the Schedule "D" Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 18.4 The Sellers or the agency appointed by the Sellers will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas, the Common Amenities and Facilities of the Project until the Association of Owners takes over the maintenance of the Project. The charges for such services and maintenance shall be paid by the Purchaser and other owners of the apartments in the Project. The Purchaser and other owners of the apartments in the Project shall not make arrangements with any outside agency other than as defined in the Association Agreement till the completion of one year from the date of grant of occupation certificate to the Project.
- 18.5 The Sellers through an agency will maintain the Common Areas and the Common Amenities and Facilities of the Project for the period of one year as provided in the Act.

19 DEFECT LIABILITY PERIOD:

In the event of any Structural defects, being informed by the Purchaser in writing within the period of five years from the date of the Occupancy Certificate having been issued. The Sellers will attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the defect at its cost.

20 TERMINATION BY PURCHASER:

- 20.1 In the event of (i) there being any delay completion and securing the Occupancy Certificate by the Sellers, beyond the Completion Period, for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Sellers on account of suspension or revocation of registration of the Project in terms of the Act, the Purchaser will have the discretion to:

- a) continue with the Agreement, in which event the Sellers shall become liable to pay to the Purchaser the Interest on the amounts paid under the Payment Plan till such period the default is cured by the Sellers ;
or
- b) terminate this Agreement and on such termination the Sellers shall refund within 60 days, all the amounts received till the date of the termination with Interest thereon against the Purchaser handing over the original of this Agreement duly cancelled. Upon termination, the Sellers will be entitled to deal with the Schedule "D" Apartment without claim from the Purchaser.

20.2 The Sellers will be entitled to extension of time for completion of the Project, if the same is delayed by any Force Majeure events.

20.3 If the Purchaser desires to terminate/cancel this Agreement without any reasons, the Purchaser shall notify the Sellers of his/her/their intent to terminate in writing and by submitting the original of this Agreement and this Agreement shall stand terminated without any requirement of any further documentation. The notice of termination coupled with return of original of this Agreement shall serve as the document evidencing termination. On termination by the Purchaser, the Sellers shall be entitled to forfeit 10% of the Sale Consideration and Cost of Construction payable by the Purchaser under this Agreement and refund the balance amount paid by the Purchaser within 60 days from the date of sale of the Schedule "D" Apartment to any other third party.

21 NOTICES:

Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by certificate of posting or by courier or by personal delivery. The party sending notice/correspondence is not responsible for non-delivery due to change in the address, if the party changing the address has not intimated in writing the change in the address.

22. MISCELLANEOUS:

(a) Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the

Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

(c) Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(d) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(e) Entirety

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule "C" Apartment.

(f) Time is Essence

Time is of essence for the Sellers as well as the Purchaser. The Sellers shall abide by the time schedule for completing the Project and handing over the Schedule 'C' Property and Schedule 'D' Apartment to the Purchaser and the Common Areas to the Owners' Association after receiving the occupancy certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Sellers as provided in the Payment Plan.

(g) Stamp Duty, Registration Charges etc.

- i) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively.
- ii) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other miscellaneous and incidental expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Sellers shall have no liability in respect thereto. The Purchaser acknowledges that without payment of applicable stamp duty and registration fee the Sellers will not be able to execute sale deed in favour of the Purchaser therefore the Sellers shall be deemed to have discharged of its obligation to register the sale deed in favour of the Purchaser upon sending an intimation to the Purchaser that Sellers are willing execute the sale deed in favour of the Purchaser subject to Purchaser discharging all his/her/their obligations under this agreement and paying the required cost of registration including applicable stamp duty and registration fee.

(h) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(i) Governing law and Jurisdiction

The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Parties agree that the courts in Goa shall have jurisdiction. The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Goa would have jurisdiction for the matters arising under this Agreement and falling under the Act.

23. PERMANENT ACCOUNT NUMBER AND AADHAAR CARD NUMBER:

The Permanent Account number and Aadhaar Card Number are as follows:

(a) Owners :

1) **Mr. Joe Mathias** - PAN card no. ADCPM7021N and holding Aadhaar card no. 3964 1132 5863

2) **MRS. MARIOLA MATHIAS**- PAN card no. AEBPM7112B and holding Aadhaar card PAN card no. AEBPM7112B and holding Aadhaar card no. 3096 0354 3132 3096 0354 3132

(b) Developer :

1) Prestige Estates Pvt. Ltd.

(c) Purchaser :

SCHEDULE PROPERTY

SCHEDULE – A

ALL THAT PROPERTY admeasuring 80720.00 square meters being part of a larger holding bearing survey no: 249/1-A of Taleigao, within the limits of the Village Panchayat of Taleigao, Taluka and sub district of Bardez, District of North Goa, State of Goa admeasuring 83160 square meters which is part of the property known as "TERCEIRA DIVISAO DO OITEIRO DEMONINADO MAULINGEM" or "3RD DIVISAO MAULINGEM" literally meaning "THIRD PLOT OF THE HILL MAULINGEM known as "MAULINGEM" described in the Land Registration Office of Ilhas under NO: 14890 at page 91 of Book B-39 and no: 2636 at page 139v of Book B-7, enrolled in the Taluka Revenue Office for "Matriz Predial" under No. 306 and 305 respectively, Old Survey No. 785 having an area of 1,97,140 square meters which property bearing survey no: 249/1-A of Taleigao admeasuring approximately 83160 square metres is bounded as under:

North : By the public road from Dona Paula to Bambolim.

South : By the property bearing survey No. 247, 250/1,

East : By the property bearing Survey No. 248/0

West : By road and survey no: 250/1.

The said part is marked and shown in delineated in red coloured lines in the plan annexed hereto as **Annexure III**.

SCHEDULE – B

ALL THAT PART north western part of the property more particularly described in Schedule A hereinabove which part admeasures approximately 8700 square meters, is marked as sector IV or "OCEAN PARK SECTOR IV" and its bounded as under:-

East : By 10 meters wide road
WEST : By 8 meters wide road
NORTH : By the Bambolim-Dona Paula Road
SOUTH : By the Sagar Co-operative Housing Society.

The said part is marked and shown in delineated in red colored lines in the plan annexed hereto as **Annexure III.**

SCHEDULE - C

(Undivided Rights To Share in schedule 'B' Property)

[•] undivided share, right, title and interest and ownership in Schedule 'B' Property corresponding to the Schedule 'D' Apartment.

The eventual purchasers of built up area in the said Sector IV will enjoy undivided rights to land within the said sector IV defined as THAT PART north western part of the property more particularly described In Schedule I herein above which part admeasures approximately 8316 square metres, is marked as sector IV or "OCEAN PARK SECTOR IV" and its bounded as under:-

East : By 10 meters wide road
WEST : By 8 meters wide road

NORTH : By the Bambolim-Dona Paula Road
SOUTH : By the Sagar Co-operative Housing Society.

The said part is marked and shown in delineated in red colored lines in the plan annexed hereto as **Annexure IV.**

SCHEDULE - D

(Description of the Apartment being Constructed)

Residential Apartment/Shop/Restaurant bearing No. [•], situated on [•] Floor/Level, of Tower [•], being developed on Schedule 'B' Property, measuring [•] square feet, having a carpet area of [•] square feet of super built up area, inclusive of proportionate share in all the common areas such as passages, lobbies, lifts, staircases and other areas of common use) and with [•] covered Car Parking Space in Basement No. [•].

SCHEDULE - E

RIGHTS OF THE PURCHASERS:

The Purchaser/s shall, in the course of ownership of Schedule 'C' Property and Schedule 'D' Apartment/shop/Restaurant have the following rights:

- 1) The right to get constructed and own the Apartment/shop/Restaurant described in the Schedule 'D' above for residential/ commercial purposes subject to terms of this Agreement.
- 2) The right and liberty to the Purchaser and all persons entitled, authorized or permitted by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common;
- 3) The right to subjacent lateral, vertical and horizontal support for the Schedule 'D' Apartment/shop/Restaurant from the other parts of the Building;
- 4) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule 'D' Apartment/shop/Restaurant through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Building or any part thereof by the Schedule 'A' Property;
- 5) Right to lay cables or wires for Radio, Television, Telephone, Data, Cable and such other installations, in any part of the Building, however, recognizing and reciprocating such rights of the other owners;
- 6) Right of entry and passage for the Purchasers with/without workmen to other parts of the Building at all reasonable times after notice to enter into and upon other parts of the Building for the purpose of repairs to or maintenance of the Schedule 'D' Apartment/shop/Restaurant or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and

wires causing as little disturbance as possible to the other owners and making good any damage caused.

- 7) Right to use along with all other owners all common facilities and amenities provided therein on payment of such sums as may be prescribed from time to time by the Developer or the owners' association or the agency looking after the maintenance of common areas and amenities.
- 8) Right to use and enjoy the common areas, amenities and facilities in "**PRESTIGE OCEAN CREST**" in accordance with the purpose for which they are installed without endangering or encroaching the lawful rights of other owners/users.
- 9) Right to make use of all the common roads, driveways and passages provided in Schedule `A' Property and the adjoining lands to reach the Schedule `D' Apartment/shop/Restaurant without causing any obstruction for free movement therein.

SCHEDULE - F

OBLIGATIONS ON THE PURCHASERS:

- 1) Not to raise any construction in addition to that mentioned in Schedule `D' above.
- 2) Not to use or permit the use of the Schedule `D' Apartment/shop/Restaurant in such manner which would diminish the value of the utility in the property described in the Schedule `B' above.
- 3) Not to use the space in the land described in Schedule `B' Property for parking any vehicles or to use the same in any manner which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces or for users of adjoining properties.
- 4) Not to default in payment of any taxes or government levies to be shared by all the owners of the property described in the Schedule `B' Property.
- 5) Not to decorate the exterior part of the Schedule `D' Apartment/shop/Restaurant to be constructed otherwise than in the manner agreed to by at least two third majority of the owners of Apartments in "**PRESTIGE OCEAN CREST**".
- 6) Not to make any arrangements for maintenance of the building and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two third majority of all apartment owners.

- 7) The Purchaser shall have no objection whatsoever to the Developer managing the building in Schedule 'B' Property by themselves or handing over the common areas and the facilities to the common organization or association as soon as it is formed and pending formation of the same, the Developer shall retain the same and the Purchasers have given specific consent to this undertaking.
- 8) The Purchaser shall become a Member of the Owners Association to be formed amongst the owners of apartments in "**PRESTIGE OCEAN CREST**" and agree to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be agreed. The maintenance of all the common areas and facilities in "**PRESTIGE OCEAN CREST**" shall be done by Developer until formation of Association and/or by the Maintenance Company appointed by the Developer and the Purchaser shall pay all common expenses and other expenses, taxes and outgoings in terms of this Agreement and Construction Agreement to the Developer or the Maintenance Company engaged by the Developer.
- 9) It is hereby clarified and agreed that all expenses relating to maintenance of common areas, amenities, open spaces, parks, gardens (other than private gardens) and facilities shall be borne by the owners of Apartments in "**PRESTIGE OCEAN CREST**" proportionately. No owner of an apartment in "**PRESTIGE OCEAN CREST**" is exempted from payment of common area maintenance expenses by waiver of the use or enjoyment of all or any common areas and facilities or by non-occupation of the apartment.
- 10) The Purchaser/s shall use the apartment only for residential purposes and the car-parking space for parking a light motor vehicle/s and no other purposes. The Purchaser shall not use the Schedule 'D' Apartment/shop/Restaurant as serviced apartment or transit accommodation or let it out on temporary basis.
- 11) The Purchaser shall not alter the elevations of the apartment building.
- 12) The Purchaser shall from the date of possession, maintain the apartment at his cost in a good and habitable condition and shall not do or suffer to be done anything in or to the said apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Panaji Development Authority or any other Authority. The Purchaser shall keep the apartment, walls, floor, roof, drains, pipes and appurtenances thereto belonging in good condition so as to support, shelter and protect the parts of the entire development and shall not do any work which jeopardizes the soundness or safety of the building or the property

or reduce the value thereof or impair any assessment and shall not add any structure or excavate any basement or cellar. The Purchaser/s shall promptly report to the Developer/Maintenance Company /Association of Apartment Owners, as the case may be, of any leakage/seepage of water/sewerage and the like through the roof/floor/wall of the said apartment and especially with regard to the external and common walls shared by the owners.

13) It is specific term and condition of this Agreement and of the rights to be created in favour of the prospective buyers of the apartments in "**PRESTIGE OCEAN CREST**" that:

- a) the name of the owner and/or apartment number shall be put in standardized letters and colouring only at the spaces designated by the Developer in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number allotted to any apartment shall not be altered.
- b) no sign board, hoarding or any other logo or sign shall be put up by the buyers on the exterior of the building or on the other wall/s of the apartment.
- c) the Purchaser/s shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the Purchaser shall be entitled to select and carry out any decoration/painting of the interior of the said apartment.
- d) the Purchaser/shall not do any thing that may adversely affect the aesthetic appearance/beauty of the building, nor do anything within the compound of "**PRESTIGE OCEAN CREST**" which may cause any nuisance or obstruction or hindrance to the other owners.
- e) any further or other construction that may be permitted hereafter over and above the construction already sanctioned as aforesaid such construction may be carried out only by the Developer. The Purchaser/s shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and/or debate and/or abatement in the above mentioned consideration.

14) The Purchaser/s shall, from time to time, do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement and for the formation of Owners Association.

- 15) As the Purchaser will be one of the owners of the apartments in “**PRESTIGE OCEAN CREST**” the Purchaser shall be entitled to use in common with the all the other buyers/ owners in “**PRESTIGE OCEAN CREST**” the common areas and facilities listed below:
- a) driveways, roads, passages, entry and exits;
 - b) entrance lobby, staircase and corridors in apartment towers;
 - c) elevators, pumps, generators;
 - d) open Spaces, common gardens, parks ;
 - e) facilities in club house including the swimming pool/s ;
 - f) any/all other common facilities and amenities in “**PRESTIGE OCEAN CREST**”;
- 16) The Purchaser shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments in the development by:- closing the lobbies, stairways, passages and parking spaces and other common areas;
- a. Making any alterations in the elevation or both faces of external doors and windows of the apartment/parking space to be acquired by Purchasers which in the opinion of the Developer or the Owners Association or Seller differ from the scheme of the building.
 - b. making any structural alterations inside the apartment or making any fresh openings;
 - c. Defaulting in payment of any taxes or levies to be shared commonly by all the owners or common expenses for maintenance of the development.
 - d. Creating nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
 - e. Installing machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature.

- f. Using the common corridors, stair cases, lift lobbies and other common areas either for storage or for use by servants at any time.
 - g. Bringing inside or park in the Schedule "A" Property any lorry or any heavy vehicles without the prior approval of the Developer/Maintenance Company/Association of Owners.
 - h. Using the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - i. draping clothes in the balconies and other places of building;
 - j. Entering or trespassing into the parking areas, garden areas and terrace not earmarked for general common use.
 - k. Throwing any rubbish or garbage other than in the dustbin/s provided in the property.
 - l. Undertaking any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the Developer/Maintenance Company/ Owner Association.
 - m. Creating any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the owners in "**PRESTIGE OCEAN CREST**".
 - n. Refusing to pay the common maintenance expenses or user charges or such sums as are demanded for use and enjoyment of common facilities and club house facilities in "**PRESTIGE OCEAN CREST**".
 - o. Trespass into other residential buildings in "**PRESTIGE OCEAN CREST**" or misuse the facilities provided for common use.
- 17) The use of the club house, swimming pool and other facilities by the Purchaser/s during tenure of membership shall be without causing any disturbance or annoyance to the other users and without committing any act of waste or nuisance which will affect the peace of the place and shall not default/refuse/avoid paying the subscription and other charges for the use of the facilities therein.
- 18) The Purchaser shall park vehicles only in the parking space/area specifically acquired by the Purchaser and earmarked for the exclusive use of the Purchaser.

- 19) The Purchaser/s shall not throw garbage/used articles/rubbish in the common areas, parks and open spaces, roads and open spaces left open in the Schedule `A' Property. The Purchaser/ shall strictly follow rules and regulations for garbage disposal as may be prescribed by the Developer or Agency maintaining the common areas and facilities in “**PRESTIGE OCEAN CREST**” or by the Owners Association.
- 20) The Purchaser/s shall keep all the pets confined within the Schedule `D' Apartment/shop/Restaurant and shall ensure that the pets do not create any nuisance/disturbance to the other owners/occupants in the building.
- 21) The Purchaser/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in Schedule `B' Property and in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-Laws and terms of the Association to be formed by or among the Apartment Owner in the Building.
- 22) The Purchaser/s shall permit the Developer and/or Maintenance Company and/or Owners' Association and/or their agents with or without workmen at all reasonable times to enter into and upon the Apartment/Parking Space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Apartment/Parking space or other common areas of the building or to the occupiers of such Apartment/Parking space as the case may be who have defaulted in paying the share of the water, electricity and other charges.
- 23) The Purchaser shall have no right at any time whatsoever to obstruct or hinder the progress of development and construction of the buildings in Schedule 'B' Property.

- 24) All common areas and facilities shall be used commonly and none of the owners including the Purchaser shall bring any action for partition or division of any part thereof.
- 25) The Purchaser/s in the event of leasing the Schedule 'D' Apartment/shop/Restaurant shall keep informed the Maintenance Company/Owners Association about the tenancy of the Schedule 'D' Apartment/shop/Restaurant and giving all the details of the tenants. Upon leasing, only the tenant/lessee shall be entitled to make use of the club facilities and the Purchaser/s shall not be entitled to make use of the common facilities. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s contained herein shall be that of the Purchaser/s and it shall be the responsibility of the Purchaser to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of "**PRESTIGE OCEAN CREST**".
- 26) The Purchaser shall be liable to pay to Developer/ Maintenance Company/Owners' Association, as the case may be, the following expenses proportionately:
- a. expenses incurred for maintenance of all the landscaping, gardens, and open spaces, white-washing and painting the exteriors and the common areas, the repair and maintenance of lifts, pumps, generators and other machinery, water, sanitary and electrical lines, electricity and water charges of the common areas,, including the cost of AMC's for these equipment's, replacement of fittings and provision of consumables of all common areas and places;
 - b. All taxes payable, service charges and all other incidental expenses in general.
 - c. salaries, wages paid/payable to property manager, security, lift operators, plumbers, electricians, gardeners and other technicians etc.;
 - d. all other expenses incurred for proper upkeep and maintenance of common areas and facilities within the development including expenses/costs incurred for replacement of worn out equipment's, machinery such as generators, elevators, pumps, motors etc.

PAYMENT PLAN FOR SALE CONSIDERATION

ANNEXURE II

PAYMENT PLAN FOR CONSTRUCTION COST

ANNEXURE III

SPECIFICATIONS

ANNEXURE IV

COMMON AREAS IN THE PROJECT

ANNEXURE V

COMMON AMENITIES AND FACILITIES OF THE PROJECT

ANNEXURE VI

OTHER COSTS CHARGES AND EXPENSES

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT TO
SELL ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)

OWNERS
represented by Power of Attorney holder
PRESTIGE ESTATES PROJECTS LTD.

2)

DEVELOPER

PURCHASER

PRESTIGE OCEAN CREST				
ANNEXURE-I- AGREEMENT TO SELL				
Tower				
Type				
Apartment No				
Area in Sqmeters		3139		
Level		A	10	
Sale Value of Schedule "C" Property		12000	37668000	
Payment Schedule				
Booking Amount		3782495	37825	3744670
BALANCE IN 18 INSTALLMENTS		34042455		
S.no.	Date of Payment	Gross Payment INR	Less TDS 1% INR	Net Payment to PRESTIGE* INR
1	01-Feb-20	1134749	11347	1123401
2	01-Apr-20	1134749	11347	1123401
3	01-Jun-20	1134749	11347	1123401
4	01-Aug-20	1134749	11347	1123401
5	01-Oct-20	1134749	11347	1123401
6	01-Dec-20	1134749	11347	1123401
7	01-Feb-21	1134749	11347	1123401
8	01-Apr-21	1134749	11347	1123401
9	01-Jun-21	1134749	11347	1123401
10	01-Aug-21	1134749	11347	1123401
11	01-Oct-21	1134749	11347	1123401
12	01-Dec-21	1134749	11347	1123401
13	01-Feb-22	1134749	11347	1123401
14	01-Apr-22	1134749	11347	1123401
15	01-Jun-22	1134749	11347	1123401
16	01-Aug-22	1134749	11347	1123401
17	01-Oct-22	1134749	11347	1123401
18	On Possession	1134749	11347	1123401

PRESTIGE OCEAN CREST				
ANNEXURE-II - CONSTRUCTION AGREEMENT				
Tower				
Type				
Apartment No				
Area in Sqmeters		3139		
Level		A	10	
Sale Value of Schedule "C" Property		12000	37668000	
Payment Schedule				
Booking Amount		3782495	37825	3744670
BALANCE IN 18 INSTALLMENTS		34042455		
S.no.	Date of Payment	Gross Payment INR	Less TDS 1% INR	Net Payment to PRESTIGE* INR
1	01-Feb-20	1134749	11347	1123401
2	01-Apr-20	1134749	11347	1123401
3	01-Jun-20	1134749	11347	1123401
4	01-Aug-20	1134749	11347	1123401
5	01-Oct-20	1134749	11347	1123401
6	01-Dec-20	1134749	11347	1123401
7	01-Feb-21	1134749	11347	1123401
8	01-Apr-21	1134749	11347	1123401
9	01-Jun-21	1134749	11347	1123401
10	01-Aug-21	1134749	11347	1123401
11	01-Oct-21	1134749	11347	1123401
12	01-Dec-21	1134749	11347	1123401
13	01-Feb-22	1134749	11347	1123401
14	01-Apr-22	1134749	11347	1123401
15	01-Jun-22	1134749	11347	1123401
16	01-Aug-22	1134749	11347	1123401
17	01-Oct-22	1134749	11347	1123401
18	On Possession	1134749	11347	1123401
	GEB Charges@ Rs. 50 per sft.	156950		156950

Annexure III

PRESTIGE OCEAN CREST SPECIFICATIONS

STRUCTURE

RCC framed structure. Cement blocks for walls wherever needed.

LOBBY

All floor lobbies with flooring and lift cladding in granite/marble. Lobby walls in texture paint/emulsion and ceiling in distemper. Service lobby, service corridor and staircase in Kota/cement tiles and paint on walls.

LIFTS

Passenger and service lifts in all blocks of suitable size and capacity.

APARTMENT FLOORING

Quartz in the Foyer, Living, Dining, Corridors, Family and Master Bedroom.

Vitrified tile flooring in all other bedrooms.

Master toilet will have Quartz on the floor and walls upto the false ceiling.

Other toilets will be done with high quality ceramic/vitrified tiles.

Balconies finished with ceramic tiles.

KITCHEN

Vitrified/Ceramic tiles flooring and 2 feet ceramic tile dado over the granite counter.

Double bowl, single drain steel sink with single lever tap.

MAID ROOM AND TOILET

Ceramic tile flooring and ceramic tile dado for the utility.

TOILETS AND FITTINGS

Granite for the counters with counter top wash basin, wall mounted EWC's, shower panel in the master toilet, glass partition in the other toilets with high quality chrome plated fittings.

Geysers in all toilets concealed within a grid false ceiling.

PAINTING

Cement paint for external walls, Emulsion for internal walls and OBD for ceiling. All MS railing with enamel paint.

DOORS AND WINDOWS

ENTRANCE DOOR – 8 feet high, frame and shutters in wood, polished on both sides.

INTERNAL DOORS – wooden frame and flush shutters.

EXTERNAL DOORS – UPVC/Aluminum frames and shutters.

WINDOWS – 2 track frames, clear glass and provision for mosquito mesh shutters.

ELECTRICAL

Concealed wiring with PVC insulated copper wires and modular switches.

Sufficient power outlet and light point provided.

Cable TV and telephone points provided in the living, dining and all bedrooms.

Internet point will be provided in the study area.

Provision for installation of split AC in the living room and all bedrooms.

Master Toilet to have a telephone point.

SECURITY SYSTEM

Security cabin at all entry/exit with peripheral CCTV coverage.

Door video phone will be provided for all apartments.

DG BACKUP – for all common service.

CLUB HOUSE AND AMENITIES

ITEMS AT ADDITIONAL COST

DG POWER – 100% back up for all apartments.

ANNEXURE IV COMMON AREAS IN THE PROJECT

Basement

Stilt

Elevated Ground

First Floor

Second Floor

Third Floor

Fourth Floor

Floor

Sixth Floor

Seventh Floor

Terrace

Lift Machine room

ANNEXURE V
COMMON AMENITIES AND FACILITIES OF THE PROJECT

CLUB HOUSE
RESTAURANT
SWIMMING POOL
GYMNASIUM
PARTY HALL
PORTABLE DRINKING WATER
GOA ELECTRICITY BOARD SUPPLIED POWER
CCTV SURVILIANCE
INTERCOM FACILITY
COVERED PARKING
SHOPPING FACILITY

ANNEXURE VI				
UNIT NO :				
Advance Maintenance Charges@ 100 /Square ft	On Possession (Other Charges)			313900
Franking Charges @3% of the	Franking Charges			1130040
Sinking Fund@ 60/Square ft	On Possession (Other Charges)			188340
Water & Electricity Charges@ 100 /Square ft	On Possession (Other Charges)			313900
	Total - Other Charges			1946270

