

AGREEMENT

This Agreement made at this day of in the year Two Thousand and between having address at hereinafter referred to as “the Promoter of the one part and (.....) having address athereinafter referred to as “the Allottee” (.....) of the other part.

WHEREAS there is an immovable property known as “PATO” or “CHAMARBATA” admeasuring 1800 sq. meters along with a residential house bearing House No. 258 standing thereon, situated in the Village of Canca, Taluka Bardez, within the jurisdiction of the village Panchayat of Verla-Canca and Sub-District of Bardez Taluka, District of North Goa and in the State of Goa; surveyed under Survey No. 16, Sub-Division No. 6 of the Village Canca, Bardez, Goa (hereinafter referred to as the said property) and more particularly described in Schedule written here below.

AND WHEREAS the said property described in the Land Registration Office of Bardez under No. 10631 at page 9 of Book B-28, New, was purchased originally by Jose Luis Matos alias Mattos by virtue of a Sale Deed dated 09/05/1915 and also stood registered in his name in the Taluka Revenue record under Matriz No. 1753.

AND WHEREAS upon the demise of the said Jose Luis Matos alias Mattos, the said property devolved unto his sole surviving heir and son Justino Antonio Mattos alias Anthony Slavador Mattos.

AND WHEREAS upon the demise of the said Justino Antonio Mattos alias Anthony Slavador Mattos an Inventory Proceedings bearing No. 123/06/B was held before the court of Civil Judge Senior Division wherein the said property came to be allotted to his widow Mrs. Maria Felicidade Mattos and his children Mr. Joseph Alex Mattos, Mr. Felix Agnelo Mattos, Mrs.Nancy Lydia D' Lima and Mr. Giovani Wenceslaus Mattos.

AND WHEREAS upon the death of said Joseph Alex Mattos, the said property to the extent of his share devolved upon Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos.

AND WHEREAS the said Mrs. Maria Felicidade Mattos expired leaving behind the Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs. Nancy Lydia D' Lima, Mr. Joseph Mathais Anthony D'Lima and Mr. Giovanni Wenceslaus Mattos.

AND WHEREAS by a Deed of Gift dated 15/07/2010 registered at Sr. No. 2619 in the Office of the Civil cum Sub Registrar at Mapusa, Bardez Taluka the said Giovanni Wenceslaus Mattos and his wife gifted their undivided 1/4th share in the said property in favour of Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs. Nancy Lydia D' Lima and Mr. Joseph Mathais Anthony D'Lima.

AND WHEREAS by a Deed of Sale dated 16/07/2010 presented for registration under Serial No. 2633 and registered under No. BRZ-BK-1-02601-2010 of Book No. 1, Vol. No. BRZ D75 on 16/07/2010 the said property was purchased by the VENDOR from Smt. Maria Yvette Mattos, Ms. Joyce Lynn Mattos, Mr. Steven Anthony Mattos, Mr. Felix Agnelo Mattos, Mrs. Joana Mattos, Mrs. Nancy Lydia D' Lima and Mr. Joseph Mathais Anthony D'Lima and since then the VENDORS have been in exclusive possession of the said property as owners thereof.

AND WHEREAS by virtue of Memorandum of Understanding (MOU) dated 10/09/2011 executed between the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** and the **M/S. SURYA DWELLINGS PVT. LIMITED** and **MRS. SUPRIYA DAMA**, the said **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** entrusted the development rights in respect of the said property and thereafter conveyed , transfer and assigned the said property in the name of the **M/S. SURYA DWELLINGS PVT.**

LIMITED and MRS. SUPRIYA DAMA, or their nominee or the assigned for terms, conditions and consideration mentioned therein.

AND WHEREAS the construction was to be carried in the said property by the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA**, upon the said **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** obtaining the sanctioned plans/licences from the local authority and upon construction the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA**, were to allot to **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** half of the constructed area in the said property that would be sanctioned by the local authority, *subject to* the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** refunding the security deposit paid by the purchasers to the tune of Rs. 36,11,100/- (Rupees thirty six lakhs eleven thousand one hundred only) and all other payments/expenses incurred by the purchasers which the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** is liable to pay in terms of MOU within two months of the building being made ready.

AND WHEREAS the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA**, have deposited with **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** an amount of Rs 36,11,100/- (Rupees Thirty Six Lakhs Eleven thousand one hundred only) by way of refundable security deposit to be repaid/refunded by **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** within two months of the building being made ready.

AND WHEREAS in terms of MOU the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA**, paid a total amount of Rs. 36,11,100/- (Rupees Thirty Six Lakhs Eleven Thousand One Hundred only) to the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** but however the **VENDOR** failed to obtain sanctioned plans/licences from the authorities to carry out the development in the said property.

AND WHEREAS on account of failure of the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** to perform his part/obligation agreed in the said MOU, disputes arose between the parties whereupon the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA,,** in terms of said MOU, invoked arbitration to resolve the disputes, thereby seeking specific performance of the said MOU, permanent injunction from creating third party interest in the said property and compensation.

AND WHEREAS by an award dated 23/08/2015 made and published by sole Arbitrator Mrs. Beena S. Pardesi at Pune, the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA,** were awarded specific performance of the said MOU by directing the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** to execute the Sale Deed of the said property and also deliver the possession of the said property in favour of the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA,** along with an order of permanent restraining the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** from creating third party interest in the said property and awarding compensation of Rs 30,86,748.49 (Rupees Thirty Lakhs Eighty Six Thousand Seven Hundred Forty Eight and Forty Nine paise only) to the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA,** payable within 120 days from the date of the award and FURTHER IN the event of the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** failing to pay the compensation within the said period the arbitrator has directed a charge be created on the share of the respondent in favor of the purchasers. Hence a charge was created.

AND WHEREAS the **M/S. SURYA DWELLINGS PVT. LIMITED and MRS. SUPRIYA DAMA,** filed execution application number 263/2016 before the Principal District Judge North Goa at Panaji to execute the award dated 23/08/2015.

AND WHEREAS the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ** having failed to comply/execute the award dated 23/08/2015, honorable executing court order vide dated 15/10/2016 was

pleased to appoint an officer of the Court Shri. Shivdas Krishna Gaunekar, working as Superintendent in the District and Session Court North Goa, to execute this Deed of Sale on behalf of the **MR. UJJWAL YOGIRAJ SAKHAREMAHARAJ**.

AND WHEREAS in terms of said MOU dated 10/09/2011, in terms of award dated 23/08/2015 made and published by sole Arbitrator Mrs Beena S. Pardesi at Pune and order dated 15/10/2016 passed in execution application number 263/2016 before the Principal District Judge North Goa at Panaji; the parties thereto executed the Deed of Sale dated 1/12/2016 on terms of condition agreed and mentioned therein and which was registered under No.BRZ-BK1-04942-2016 BOOK-1 CD NUMBER BRZD784 on 02/12/2016.

AND WHEREAS the PROMOTERS are thus the absolute owners in possession of the property since the date of the execution of the Deed.

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) having (here specify number of Basements,/podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number on the floor, (herein after referred to as the said “Apartment”) in the..... wing of the Building called (herein after referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter;

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter’s Architects Messrs and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

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

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

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

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. onfloor in wing situated in the building No. being constructed in the phase of the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is square meters ;

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable);

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt/ /..... podiums, and upper floors

on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. Metres. The apartment shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sqmts if any, on floor in the building (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. /

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

i. Amount of Rs. /-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs./-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or onwhichever is earlier.

iii. Amount of Rs./-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located or on whichever is earlier.

iv. Amount of Rs./-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs./- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs./-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs./-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs./-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted

to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

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

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

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and

Promoter has planned to utilize Floor area ratio of by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the

period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

7.1 Procedure for taking possession.— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken

within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the appartments after taking possession,resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter may

offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

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

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the

Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:—

(i) Rs. for share money, application entrance fee of the Society or Limited Company/ /Federation/Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. as legal charges.

(vii) Rs. as infrastructure Tax.

(viii) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has

been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

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

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and

interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

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

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

Name of Allottee

(Allottee’s Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID:

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: The charges towards Stamp Duty and registration shall be borne by the allottee.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Schedule Above Referred to

SCHEDULE I

(Description of the said property)

ALL THAT piece of the land known property known as property known as “PATO” or “ “CHAMARBATA” admeasuring 1800 sq. meters along with a residential house bearing House No. 258 standing thereon, situated in the Village of Canca, Taluka Bardez, within the jurisdiction of the village Panchayat of Verla-Canca and Sub-District of Bardez Taluka, District of North Goa and in the State of Goa, described in the Land

Registration Office of Bardez under No. 10631 at page 9 of Book B-28, New; surveyed under Survey No. 16, Sub-Division No. 6 of the Village Canca, Bardez, Goa and enrolled in the Taluka Revenue Office under Matriz No. 1753 and bounded as follows:

- On the East :- By the property surveyed under No. 16/3 of Village Canca;
- On the West :- By Pathway/ lane;
- On the North :- By the property surveyed under No. 16/5 of Village Canca;
- On the South :- By the property surveyed under No. 16/8 of Village Canca

SCHEDULE II

(Description of the said premises / Flat)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on

In the presence of WITNESSES:

1. Name

Signature

2. Name

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory)

WITNESSES:

Name

Signature

Name

Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.