AGREEMENT FOR CONSTRUCTION AND SALE

THIS AGREEMENT made at Margao, Goa on this .... day of September of the year Two Thousand and Twenty - BETWEEN -

(1) **MR.EDWIN ANTHONY GONSALVES**, son of Mr. Eduardo Rosario Gonsalves, aged 48 years, married, businessman, PAN CardNo.[illegible], Aadhaar Card No.[illegible], Mobile No.9822719468, sole proprietor of **M/s. WINCON BUILDERS**, with office at S-2, Block "B", Colaco Residency, Comba, Margao, Goa 403 601, Indian National, resident of H.No.112/A, Mazilvaddo, Deussua, Chinchinim, Salcete, Goa 403 715, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, successors and assigns) of the FIRST PART;

(2) MR./MRS....., son/daughter/wife of Mr. ....., aged .. years, unmarried/married, occ:....., PAN

Card No....., Aadhaar Card No....., Mobile No....., Email ID....., Indian National, resident of ....., hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, successors and assigns) of the SECOND PART - AND -

(3) **MRS. SAROJINY MARIE GREGORINE FURTADO** alias **SAROJINY MARIE GREGORINE FURTADO E GONSALVES**, daughter of late Joao Rosario Furtado, wife of said Edwin Anthony Gonsalves, aged 47 years, housewife, PAN Card No. , Aadhaar Card No. , Mobile No.9765856465, Indian National, resident of H.No.112/A, Mazilvaddo, Deussua, Chinchinim, Salcete, Goa 403 715, represented herein through her attorney, her husband said **MR. EDWIN ANTHONY GONSALVES** constituted by virtue of Power of Attorney dt.12th August 2011 executed before Notary Tolentina Xavier of Margao under Reg.No.826/11, true copy of which is filed herewith, hereinafter referred to as the

"CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators, successors and assigns) of the THIRD PART.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires, -

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "appropriate Government" means the Central Government;

(c) "Rules" means the Real Estate Regulation and Development) Rules 2016 made under the Real Estate (Regulation and Development)Act, 2016;

(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

(e) "section" means a section of the Act.

WHEREAS -

1) There exists a landed property named 'OLLY MORDY" or FIRGUEM MURDY or MANDOPA, situated at Dramapur, formerly within the area of Village Panchayat of Dramapur, now within the area of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.43,074 New Series, enrolled in the Land Revenue office of Salcete under Matriz No.1,898, more particularly described in the SCHEDULE "A" hereunder and hereinafter referred to as the "entire property";

2) The said entire property originally belonged to Mr.Conceicao Mariano Barreto from Navelim in whose name same has been inscribed in the Land Registration Office of Salcete under Inscription No.45656 of Book G No.53 at folios 37V;

3) said Mr.Conceicao Mariano Barreto and his wife sub divided the said property into sub-plots after obtaining approval from that Town Planning Committee, Government of Goa under letter No.DJ/1052/1013/69 dt.19th August 1969 and by Deed of Sale dt. 30th November 1970 registered in the office of the Sub-Registrar of Salcete, Margao

under No.1385 at pages 359 to 363 of Book No.I Vol. No.67 dt. 21st December 1970 sold and conveyed the Plot No.7 of the said entire property to Mr. Vicente Guilherme Moraes from Navelim;

4) The said Plot No.7 of said entire property 'OLLY MORDY" or FIRGUEM MURDY or MANDOPA, now forms an independent and separate property, having an area of 1125 sq.mts, forms an independent and separate property, surveyed under No.186/3 of Dramapur village of Salcete Taluka under name "Muddi Naweli", more particularly described in the SCHEDULE "B" hereunder and hereinafter referred to as the "said property";

5) Said Mr. Vicente Guilherme Moraes expired on 25th August 2010 leaving behind his wife and moiety holder, Mrs. Francisca ErasminaMoraes and three sons, Mr. Melvyn Moraes married to Mrs. Diana Moraes, Mr. Roy Moraes married to Mrs.PrecillaMoraes and Mr. Charles Moraes married to Mrs.Eufemia Moraes and they have been qualified so by virtue of Deed of Succession drawn on 16th April 2019 by Special Notary and Jt. Civil Registrar cum Sub-Registrar II, Salcete,

Margao recorded at folios 49 to 50 of Deeds Book No.1664;

6) Thus the said wife and moiety holder of said Vicente Guilherme Moraes and above heirs and successors became sole owners and possessors of the said property;

7) By virtue of the Consent Decree passed in Regular Civil Suit No.125/2012/III by Ad-Hoc Addl. Senior Civil Judge, South Goa, Margao it was agreed between the parties herein that the said property shall be sold by the parties and the sale proceeds thereof shall be shared equally between the said heirs Mr.Melvyn Moraes and his wife and Mr. Roy Moraes and his wife and said Smt. Francisca Erasmina Moraes and said Mr. Charles Vincent Moraes and his wife shall have no claim therein;

8) By Deed of Sale dt. 18th March 2020 registered in the office of the Sub-Registrar of Salcete, Margao under No.MGO-1-1244-2020 said Mr. Melvyn Moraes and his wife and Mr. Roy Moraes and his wife with intervention and consent of said Smt. Francisca Erasmina Moraes and Mr. Charles

Vincent Moraes and his wife sold and conveyed the said property to the PROMOTER herein;

9) Therefore the PROMOTER acquired the said property;

AND WHEREAS the PROMOTER and the CONFIRMING PARTY are sole owners and possessors of said property, more particularly described in the SCHEDULE "B" hereunder and hereinafter referred to as "the project land";

AND WHEREAS the PROMOTER in order to develop the said project land by constructing a building complex thereon comprising of a building comprising of ten flats and one bungalow obtained construction licence from Village Panchayat of Navelim under Licence No.VP/N/Const.L.21/2020-21 dt. 11.09.2020 with prior Technical Clearance Order from Senior Town Planner, Town and Country Planning Department, South, Margao under Ref. No.TPM/32530/Dramapur/186/3/2020/3716 dt. 20.08.2020, NOC from Health Officer, Primary Health Centre, Navelim under Ref.No.PHCN/NOC/Const./2020-21/503 dt. 09.09.2020 and Conversion Sanad from Collector

of South Goa, Margao under Ref. No. AC-I/SAL/SG/CONV/33/2020/8502 dt. ....; dt: 02/06/2020

AND WHEREAS the PROMOTER has proposed to construct on the project land a building complex comprising of a building with ten residential units and a bungalow;

AND WHEREAS the ALLOTTEE has agreed to purchase an Apartment, namely Apartment/Flat No.F-5 on the first floor (hereinafter referred to as the "said apartment") in said building complex called WINCON'S EMERALD (hereinafter referred to as the "said building") being constructed in the said project land;

AND WHEREAS the PROMOTER has 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 there under Act with the Real Estate Regulatory Authority constituted by Government of Goa at Panaji 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;

AND WHEREAS the PROMOTER as owner and possessor of the project land has sole and exclusive right to sell the Apartments in the said building to be constructed by the PROMOTER on the project land and to enter into Agreement with the allottee(s) of the Apartments to receive the sale consideration in respect thereof with consent and intervention of his wife, the CONFIRMING PARTY herein;

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, Mr.Uday Sawant 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 made available;

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 also been made available;

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 wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtaining 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 shall be granted by the concerned competent authority;

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

AND WHEREAS the ALLOTTEE has approached the PROMOTER for purchase of an Apartment, namely Apartment/Flat No.F-5 on the first floor in said building complex in the said project land;

AND WHEREAS the carpet area as defined under clause (K) of Section 2 of the said Act of said Apartment is .... square meters and balcony area of ..... sq. Mts, which together equivalent to super built up area of .. sq.mts;

AND WHEREAS the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in the 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.3,50,000/- (Rupees three lakhs fifty thousand only), being an advance payment as provided in Section 13 of the said Act, vide Cheque No..... drawn on ..... dt.....,(the payment and receipt

whereof the PROMOTER doth hereby admit and acknowledge) and the ALLOTTEE has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 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);

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the said Apartment and covered parking on the ground floor under No.....;

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

1. The PROMOTER shall construct the said building consisting of ground floor and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time wherever applicable.

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE in respect of the variations or modifications which may adversely affect the Apartment of the ALLOTTEE, except any alterations or addition required by any Government authorities/local body 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/Flat No.F-5 of carpet area admeasuring 54.24 sq. metres along with proportionate right to the land with exclusive balcony of carpet area of 8.58 sq.mts, which together equivalent to super built up

area of ... sq.mts on first floor in the building in said complex in said project land (hereinafter referred to as "the said Apartment") as shown in the floor plan thereto hereto annexed for the consideration of Rs.34,00,000/- (Rupees thirty four lakhs only) 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 "C" annexed herewith.

(ii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE stilt parking bearing No.P-.. on the lower ground floor for the consideration of Rs.1,00,000/- (Rupees one lakh only).

1(b) The total aggregate consideration amount for the apartment including stilt parking is thus Rs.35,00,000/-(Rupees thirty five lakhs only).

1(c) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs.3,50,000/-(Rupees three lakhs fifty thousand

only) i.e. 10% of total consideration, as advance payment, which amount has been paid by Cheque No..... drawn on ..... dt..... and hereby agrees to pay to the PROMOTER the balance amount of Rs.31,50,000/- (Rupees thirty one lakhs fifty thousand only) in following manner:

i) Amount of Rs.7,00,000/- (not exceeding of 30% of total consideration) to be paid to the PROMOTER after execution of Agreement;

ii) Amount of Rs.6,00,000/- (not exceeding 45% of total consideration) to be paid to the PROMOTER on completion of the plinth of the building in which the said Apartment is located;

iii) Amount of Rs.10,00,000/- (not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs of the building in which the said Apartment is located, namely -

a) Amount of Rs.2,50,000/- on casting of first slab;

b) Amount of Rs.2,50,000/- on casting of second slab;

c) Amount of Rs.2,50,000/- on casting of third slab;

d) Amount of Rs.2,50,000/- on casting of fourth slab;

iv) Amount of Rs.2,00,000/- (not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings, door of the said apartment;

v) Amount of Rs.2,00,000/- (not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of sanitary fittings, stair case, lobbies upto the floor level of the said apartment;

vi) Amount of Rs.2,00,000/- (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 water proofing of the building in which the said Apartment is located;

vii) Amount of Rs.2,00,000/- (not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of water pump,

electrical fittings, entrance lobby/s and all other requirements as may be specified;

viii) Balance amount of Rs.50,000/- 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.

1(c) 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) upto the date of handing over the possession of the Apartment.

The said taxes, cesses etc shall be paid to the ALLOTTEE to the PROMOTER separately on demand.

1(d) The total price is escalation free, save and except escalation/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes 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(e) 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(f) 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 gap 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 the 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 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(g) The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him

under any head(s) of dues against lawful outstanding, if any, in his 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.

1(h) It is made clear by the PROMOTER and the ALLOTTEE agrees that the apartment with covered parking shall be treated as a single indivisible unit for all purposes.

1(i) The ALLOTTEE has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

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 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 PROMOTER as per the Agreement. Similarly, the ALLOTTEE shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER, as provided in clause 1(b) hereinabove.

2.3 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the ALLOTTEE proposes to cancel/withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid

by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within 45 days of such cancellation.

3. The PROMOTER hereby declares that the Floor Area Ratio available as on the date in respect of the project land is 1125 square meters only and the PROMOTER has planned to utilize Floor area ratio of 60% 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 the PROMOTER only. In case of

availability of additional FAR/FSI, the PROMOTER shall be free to construct additional construction/floors/flats and free to dispose of the same and the ALLOTTEE and purchasers of other premises shall have no claim, objection, right or interest of whatsoever nature to such construction and sale.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the apartment to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession. The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the 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 to the PROMOTER.

4.2 Without prejudice to the right of PROMOTER to charge interest in the 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 proportionate share of taxes levied by the 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 braches 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 the 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 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 .....th December 2024. 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 of 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, epidemic or act of God;

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

(iii) delay in issue of any permissions, occupancy certificate, completion certificate, etc and/or release in electricity, water, sewage connections etc.

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, 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 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 agrees to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on his 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 PROMOTER to the ALLOTTEE intimating that the said Apartment is ready for use and occupancy.

7.3 Failure of ALLOTTEE to take possession of Apartment upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the Apartment 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 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 outgoings 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 ALLOTTEE carry out any work within the apartment after taking

possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments, 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 and shall use stilt parking for purpose of keeping or parking light vehicle.

9. The ALLOTTEE along with other allottees 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 bye laws 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 ALLOTTEES. 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 namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks,

bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the association of allottees is formed and the maintenance of the said structure of the building is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE'S share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly contribution of Rs.2000/-. per month 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.250/- for share money, application entrance fee of the Society or Association or anyother legal entity;

(ii) Rs.5,000/- for formation and registration of the Society or Association or any other legal entity;

(iii) Rs.2,000/- for proportionate share of taxes and other charges/levies in respect of the Society or Association or any other legal entity;

(iv) Rs.24,000/- for deposit towards provisional yearly contribution towards outgoings of Society or Association or any other legal entity;

(v) Rs.25,000/- for deposit towards water, electric and other utility and services connection charges;

(vi) Rs.50,000/- for deposits of electrical receiving, transformer etc.

(vii) Rs.10,000/- as legal charges;

(viii) Rs.21,000/- as infrastructure tax;

(ix) Rs.1,00,000/- as Corpus in respect of the Society or Association or any legal entity;

(x) Rs.1,75,000/- as stamp duty and registration charges.

The above amounts are subject to change and will be based on actual and prevailing at the time of payment.

11. The ALLOTTEE shall pay to the PROMOTER a sum of Rs.2000/- 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 Association or legal entity and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or transfer of the structure of the building, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE'S share of stamp duty and registration charges payable by the said society or other legal entity on such conveyance or transfer or any other document or instrument of transfer in respect of the structure of the said building. At the time of registration of conveyance or transfer of the project land, the

ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE'S share of stamp duty and registration charges payable by the said Society or other legal entity on such conveyance or transfer or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of such society or legal entity.

In case of formation of maintenance society, respective apartment with proportionate share in land shall be conveyed and transferred to respective purchaser/allottee and the ALLOTTEE herein shall pay all stamp duty, registration charges, legal fees etc. in respect of transfer of said apartment with proportionate share in land in the name of the ALLOTTEE.

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 as made available 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;

iv) There are no litigations pending before any Court of Law with respect to the project land or Project;

v) All approvals, licences and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building 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 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 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 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 Government 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;

14. The ALLOTTEE 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 bye-laws 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 his behalf, the ALLOTTEE shall be liable for the consequences of the breach.

iii) To carry out at his own costs 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 legal entity.

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 legal entity 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 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/legal entity 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 outgoings in accordance with the terms of this Agreement.

xi) The Allottee further undertakes, assure and guarantees that he would not put any signboard/name-plate, neon light, publicity material or advertisement material etc, on the face/facade of the Building or anywhere on the exterior of the Project, building therein or common areas. The ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

15. The PROMOTER shall maintain a separate account in respect of sums received

by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or legal entity or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be not shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said plot/project land and the 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 apartments/premises 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.

18. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER. If the ALLOTTEE 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 but after deducting 15% of the amount as liquidated damages.

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, 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY:

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

this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments 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 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 at the proper registration office for 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 AD and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: MR. .....

Address: ..... Goa

Notified Email ID:.....

PROMOTER'S NAME: EDWIL GONSALVES

Address: S-2, Block B, Colaco Residency, Opp,Vibes,

Comba, Margao, Goa

Notified Email ID:.....addesswin@yahoo.com

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. Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

29. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. In case of failure to settle 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.

30. 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 time being in force and the Courts in 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 Margao in the presence of attesting witnesses, signing as such on the day first above written.

SCHEDULE ABOVE REFERRED TO:

SCHEDULE "A"

(Description of entire property)

ALL THAT property named 'OLLY MORDY" or FIRGUEM MURDY or MANDOPA, situated at Dramapur, formerly within the area of Village Panchayat of Dramapur, now within the area of Village Panchayat of Navelim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No.43,074 New Series, enrolled in the Land Revenue office of Salcete under Matriz No.1,898 and bounded on the east by boundaries of Village Aquem and Dicarpale and properties of Conceicao Barretto and others, on the west by property Mandopa Moroda of Francisco Monte da Silva and others, on the north by properties of said Conceicao Barreto and others and on the south by property of Jose da Costa and Benedita Esperanca Zenobia da Costa.

SCHEDULE "B"

(Description of the said property/project land)

All that property admeasuring 1125 sq.mts or thereabouts and it is surveyed in the Record of Rights under Survey No.186 sub division 3 of Dramapur village of Salcete Taluka, forming part of the said entire property described in the SCHEDULE A above, being Plot No.7 and forming an independent and separate property is bounded on the east by Plot No.12 of entire property of Ludovico Barreto, on the west by Plot No.2 of entire property of Jose Souza and Plot No.1 of said entire property of Antonio Rosario Crasto, on the north by Mariano Colaco and brothers and on the south by public road of 10 mts.

SCHEDULE "C"

(Description of said Apartment)

ALL THAT Apartment/Flat No.F-5 located on the first floor of proposed building to be constructed in said property/project land described in the SCHEDULE "B" above and to be named as "WINCON'S EMERALD, which apartment has carpet area of ..... (.....) sq.mts with ..... sq.mts balcony area, shown in the plan annexed hereto and bounded on the east by ....., on the west by .....,

on the North by ..... and on the south by .....

SPECIFICATIONS

(FIXTURES, FITTINGS AND AMENITIES)

STRUCTURE: RCC framed structure of columns, beams and slabs as per approved designs by the concerned authorities. The external walls of 200mm thick brick/laterite stones. Concrete blocks masonary and internal partition walls shall be of 100 mm thick brick/concrete block masonary.

FLOORING: Flooring will be of vitrified tiles for living/dinning/bed room/balcony and kitchen.

WALL FINISH: Internal walls ready with distemper paint, Plaster with Apex or equivalent paint for external walls.

DOORS/WINDOWS: Main door shall be of Teak wood, Internal doors shall be laminated flush doors. Balcony French window shall be powdered coated aluminium frames with glass fill in sliding type. All door frames shall be of matti/sale wood. Windows shall be powdered coated aluminium sliding type windows. Toilet doors shall be of FRP make or equivalent.

KITCHEN: Granite topped kitchen platform with stainless steel sink and 2 ft height ceramic tiles dado above with necessary electrical and plumbing connections.

BATHROOMS /TOILETS: Bathroom walls shall be fitted with ceramic tiles with dado upto the ceiling and flooring shall be of anti-skid ceramic tiles. Essess fittings or equivalent with provision for Geyser. All sanitary wares shall be of White Colour of Cera equivalent make.

WATER SUPPLY: Water shall be stored in an underground storage water sump which shall be pumped to an overhead tank.

ELECTRICALS: Concealed electrical copper wiring of Finolex/Polycab/Vinay or equivalent make in PVC conduits. Points to be provided as follows:

a) Living/dinning: Three nos light points 2 nos. fan points 2 nos. 3 amps socket, 1 no. bell point, Telephone point, TV point and inverter point.

b) Bed rooms: 2 Nos. light points, 1no. fan point , 2 nos. 5 amps plug point, one AC point.

c) Kitchen: 2 nos. light point, 4 no. 5 amps plug point 1 no. 15 amps plug point, 1 exhaust point

d) Toilet/Bath:1 no,. light point(each)

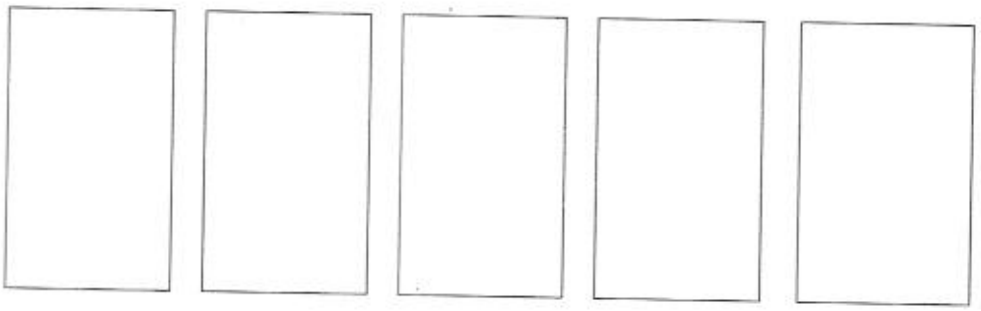
1 no. 15 amps plug point 1 exhaust point

e) Balconies (each) : 1 no. light point each landing.

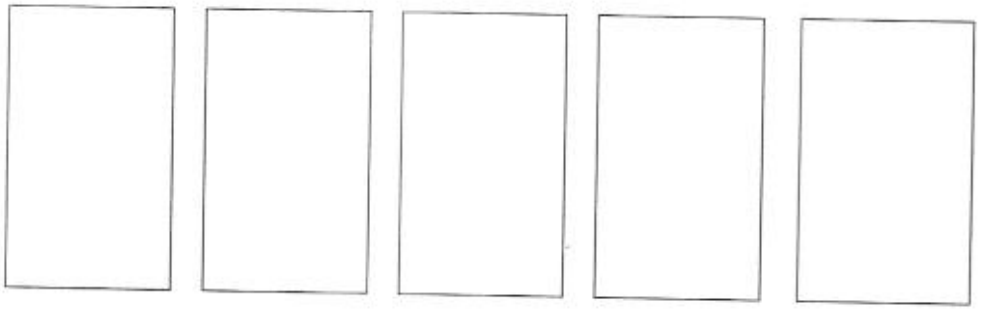
SIGNED AND DELIVERED BY

THE WITHINNAMED PROMOTER:

EDWIN GONSALVES for self and as attorney of his wife, the CONFIRMING PARTY



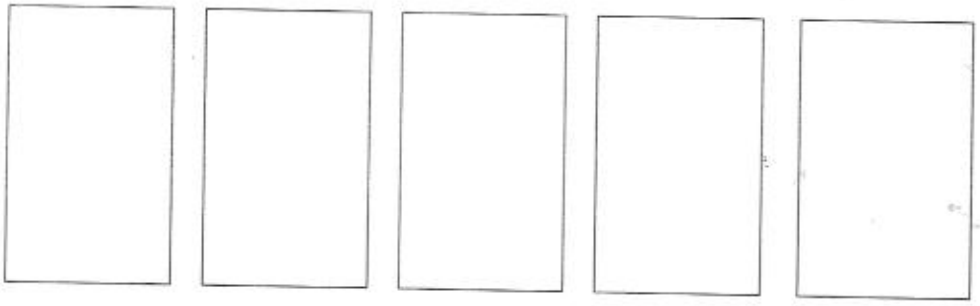
Right Hand Finger Prints



Left Hand Finger Prints

SIGNED AND DELIVERED
BY THE WITHINNAMED
ALLOTTEE:

.....



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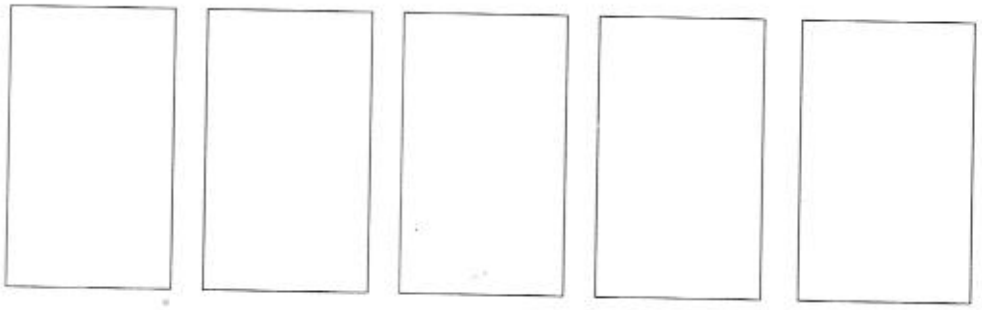

Left Hand Finger Prints

IN PRESENCE OF WITNESSES :

1.----------

2.----------