

AGREEMENT FOR CONSTRUCTION CUM SALE

THIS AGREEMENT FOR CONSTRUCTION CUM SALE is executed on this _____ day of _____ of the Year Two Thousand and Eighteen (___/___/2018), at Mapusa, Taluka, Registration Sub-District of Bardez, District of North Goa, in the State of Goa;

BETWEEN

1. ISPRAVA VESTA PVT. LTD., a Company incorporated under the provision of the Companies Act, 1956, having its Registered Office having its Registered Office at First Floor, Impression House, 42A, G. D. Ambekar Marg, Wadala (W), Mumbai - 400031 Registered under No.065539, with CIN No. U74900MH1992PTC065539, and holding Pan AAACK0376Q represented herein by its Authorized Signatory, **Mr.**_____, son of Mr._____, aged about _____ years, _____, _____, Indian National, resident of_____,Maharastra, India , presently residing at _____ ,having been Authorized to enter into this Agreement For Construction Cum Sale, vide Resolution dated _____, 2018, hereinafter, for brevity's sake, being referred to as “**THE PROMOTERS**” (which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) **OF THE ONE PART;**

AND

2. (i) Mrs. _____ w/o _____ aged about ___ years, married, occupation _____, holding PAN Card No. _____, Indian National, and (ii) Mr. _____ son of Mr. _____ aged about ___ years, married, occupation _____ holding PAN Card No. _____, Indian National, both residing at No. _____ presently residing at _____ hereinafter referred to as the **“ALLOTTEES”**(which expression shall unless repugnant to the context be deemed to mean and include their respective legal heirs, representative, executors, administrators and assigns wherever the context or meaning shall so require or permit) **OF THE OTHER PART;**

WHEREAS there exists an immovable property being Plot B, admeasuring 3923.00 square meters as per documents, 4009.00 square meters at site and 4125.00 square meters as per Revenue Records of the property known as “GORCHEM BATT” or “GORCHEM VERCEM”, bearing Survey No.117/1, situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, said property is described in the Land Office of Bardez under No.3983 at page 64 of Book No.11 (new) and under No.158 at page 159 of Book 1 (new), not enrolled in the Taluka Revenue Office more particularly described in the Schedule I herein below mentioned;

(property known as “GORCHEM BATT” or “GORCHEM VERCEM”, situated at Assagao, Bardez, Goa, shall hereinafter for brevity’s sake, be referred to as **“THE SAID PROPERTY”** and **Plot “B”**, admeasuring 3923.00

square meters as per documents, 4009.00 square meters at site and 4125.00 square meters as per Revenue Records ,bearing Survey No 117/1 ,of the said property shall hereinafter, for brevity's sake be referred to as **“THE SAID PLOT”**)

- a. AND WHEREAS the ½ (half) of the said property earlier belonged to Mr. Paulo Maria Lisboa and Mr. Teodoro Lisboa, both sons of Mr. Caetano Felipe Lisboa and Mrs. Ursula Cecilia Fonseca and other ½ (half) of the said property belonged to Mr. Ceriaco Lisboa, son of Cleto Lisboa and Mrs. Guilhermina Castelino, who were residents of Anjuna, Bardez, Goa;
- b. AND WHEREAS names of said Mr. Paulo Maria Lisboa and Mr. Teodoro Lisboa, and Mr. Ceriaco Lisboa, were recorded in the Record of Surveyor (Registo Do Agrimensor), Taluka of Bardez;
- c. AND WHEREAS in terms of Deed of Partition dated 07/08/1991, executed between Mr. Jose Francis Lisboa alias Jose Francisco Antonio Luis Lisboa, Mrs. Cecilia Lisboa, as First Party and Mrs. Ursula Lisboa alias Ursula Giraja Vallabhan and her husband, Mr. K. N. Giraja Vallabhan; Mr. Fredy Lisboa, unmarried, Ms. Filomena Lisboa, unmarried as Second Party, therein, said property was partitioned and was divided in to two parts viz., Plot A admeasuring 4050.00 square meters and Plot B, admeasuring 4050.00 square meters and Plot A was allotted to First Party therein and Plot B was allotted to Second Party therein;

- d. AND WHEREAS said Deed of Partition dated 07/08/1991, stands registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Reg. No.30 at Book No. I, Volume No.134 on 06/01/1992;
- e. AND WHEREAS by virtue of said Deed of Partition 07/08/1991, said Mrs. Ursula Lisboa alias Ursula Giraja Vallabhan and her husband, Mr. K. N. Girajavallabhan, Mr. Fredy Lisboa and Ms. Filomena Lisboa became the owners of the $\frac{1}{2}$ (half) share, rights and title in said plot B, admeasuring 4050.00 square meters of the said property;
- f. AND WHEREAS in terms of Deed of Sale dated 15/07/1993, executed between said Mr. Freddy Lisboa and Ms. Filomena Lisboa as Vendors therein and Mrs. Ursula Lisboa alias Ursula Girajavallabhan and her husband, Mr. K. N. Girajavallabhan, as Purchasers therein said Vendors sold and transferred their entire $\frac{1}{2}$ (half) rights and shares in Plot B corresponding to an area of 2025.00 square meters of the said property in favour of the Purchasers therein.
- g. AND WHEREAS said Deed of Sale dated 15/07/1993, stands registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Registration No.894, at Book No. I, Volume No. 216 on 16/11/1993;

- h. AND WHEREAS by virtue of said Deed of Sale dated 15/07/1993, said Mrs. Ursula Lisboa alias Ursula Girjavallabhan and Mr. K. N. Girjavallabhan, became the exclusive and absolute owners of the said Plot B, admeasuring 4050.00 square meters of the said property;
- i. AND WHEREAS upon resurvey of the said plot B, admeasuring 3923.00 square meters and upon measurement of the said plot B, it was found that actual area on site admeasures as 4009.00 square meters and 4125.00 square meters as per Revenue Records;
- j. AND WHEREAS pursuant to the said Partition and Sale Deed, requisite Mutation Proceedings were adopted and the names of the said Mrs. Ursula Lisboa alias Ursula Girjavallabhan and Mr. K.N. Girjavallabhan were recorded in the Occupants Column of the records of Rights form No. I and XIV of the property bearing Survey No. 117/1, of Village Assagao, Bardez, Goa;
- k. AND WHEREAS said Mrs. Ursula Vallabhan expired without leaving behind any will, gift or any other disposition of her last wishes and leaving behind her husband Mr. K.N. Girjavallabhan as half sharer and moiety-holder and two sons, namely, Mr. Clayton Aldo Vallabhan and Mr. Floyd Theodore Vallabhan, as her sole and universal heirs;
- l. AND WHEREAS upon death of said Mrs. Ursula Girija Vallabhan alias Ursula Lisboa Bhan alias Ursula Lisboa, her widower

said K.N. Girjavallabhan filed Inventory Proceedings No. 310/2015/F, in the Court of Civil Judge, Junior Division “F” at Mapusa, Goa , for allotment of assets left by the deceased;

m. AND WHEREAS in the List of Assets filed in the said Inventory Proceedings the said property bearing Survey No. 117/1 was enlisted under Item No. 1 and as per Final Chart of Allotment dated 09/09/2015, the said plot was allotted to aforesaid Mr. K.N. Girjavallabhan as half sharer and moiety-holder and two sons, namely, Mr. Clayton Aldo Vallabhan and Mr. Floyd Theodore Vallabhan and vide Judgment dated 28/09/2015, said chart of allotment was confirmed;

n. AND WHEREAS the Office of the Town & Country Planning Department Govt. of Goa, vide its Letter under Ref. No. TPBZ/ZON/3663/ASS/TCP-17/ 878, dated 04/04/2017, has informed that the said Plot admeasuring 3923.00 square meters, bearing Survey No. 117/1, situated at Village Assagao Bardez, falls in “Settlement Zone” As per Regional Plan for Goa 2001A.D. and as per Regional Plan for Goa 2021 (kept on hold) falls in Settlement zone and small portion as No Development Slope (Eco1).

p. AND WHEREAS in terms of a Deed of Sale dated 21/07/2017, executed between the said (i) Mr. K. N. Girija Vallabhan alias Vallabhan Kannampara Nangeli Girija, (ii) Mr. Clayton Aldo Vallabhan, and (iii) Mr. Floyd Theodore Vallabhan as Vendors therein and, ISPRAVA VESTA PVT. LTD. (PROMOTERS) as

Purchasers therein, the said Mr. K. N. Girija Vallabhan alias Vallabhan Kannampara Nangeli Girija, (ii) Mr. Clayton Aldo Vallabhan, and (iii) Mr. Floyd Theodore Vallabhan sold, transferred, conveyed, assured and assigned the said plot to Isprava Vesta Pvt. Ltd.;

- q. AND WHEREAS said Deed of Sale dated 21/07/2017, stands registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Reg. No.BRZ-BK1-03087-2017, CD No.BRZD789 on 21/07/2017.
- r. AND WHEREAS name of ISPRAVA VESTA PVT LTD., stands recorded in the Occupant column of the Record of Rights/ Form I & XIV in respect of the said property bearing Survey No. 117/1, as occupant thereof under Mutation entry No. 60699.
- s. **The PROMOTERS** are the owners and in possession of the Said Plot.
- t. The **PROMOTERS** herein, have in their capacity as **Developers** prepared detailed plan for “**Fonteiro Vaddo**”, on the said plot, comprising of 8 (Eight) Residential Villas, with amenities such as swimming pool as permitted under the law ,hereinafter referred to as the “**Said Project**”.
- u. The ALLOTTEE/S have agreed to purchase a Villa Bearing No _____(hereinafter referred to as the SAID VILLA) in the

Project called “**Fonteiro Vaddo**”, being constructed by the **PROMOTERS**.

- v. The description of the Villa agreed to be purchased by the ALLOTTEE/S, have been mentioned in **SCHEDULE II** and the specifications of which are mentioned in **SCHEDULE III**.
- w. THE PROMOTERS have appointed an Architect registered with the Council of Architects.
- x. THE PROMOTERS have appointed a Structural Engineer for the preparation of structural design and drawings of the building and the PROMOTERS accept the professional supervision of the Architect and the Structural Engineer till the completion of the Villa/ Villas. However, the PROMOTERS shall, in their discretion have the right to remove and substitute the Structural Engineers and/ or Architects until the said entire Project shall be completely developed.
- y. The PROMOTERS have sole and exclusive rights to sell the Villas in the said project to be constructed by the **PROMOTERS** on the SAID Plot and to enter into Agreement/s with the ALLOTTEE/S of the Villas to receive the sale consideration in respect thereof;
- z. On demand of the ALLOTTEE/S, the PROMOTERS have given inspection and copies to the ALLOTTEE/S of all the documents of

the title relating to the SAID PLOT and the plans, designs and specifications prepared by the PROMOTER'S Architects and of such other documents as specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter called as "the said Act") and the Rules and Regulations made thereunder, and the ALLOTTEE/S, has acknowledged the receipt of the same;

aa. The PROMOTERS have furnished authenticated copies of the Certificate of Title issued by the Advocate or the attorney at law of the PROMOTERS, or any other relevant revenue record showing the nature of title of the PROMOTERS to the SAID PLOT on which the Villas are constructed or are to be constructed which title is to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S acknowledges receipt of the said documents.

bb. The PROMOTERS have furnished to the ALLOTTEE/S the authenticated copies of the plans of the Layout as proposed by the PROMOTERS and as approved by the competent authorities and according to which the construction of the Villas and open spaces are proposed to be provided for on the said project have been handed over to the ALLOTTEE/S .The same is hereby to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S has/have confirmed and acknowledged the same.

cc. While sanctioning the said plans, competent authorities and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the SAID PLOT and the said project and upon due observance and performance of which the completion or occupancy certificate in respect of the said villa/s shall be granted by the concerned competent authority.

dd. The PROMOTERS has accordingly commence construction of the said villa/s / project in accordance with the said approved plans.

ee. The **ALLOTTEE/S** are aware of the fact that the PROMOTERS has entered / is entering into separate agreements with several other persons and/or parties who are interested in acquiring the other 7 (Seven) Villas in the said Project.

ff. The **ALLOTTEE/S** has/ have full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The PROMOTERS have made full disclosure to the **ALLOTTEE/S** as per law.

gg. Prior to the execution of these presents the **ALLOTTEE/S** have agreed to pay the consideration for the SAID VILLA as detailed in

Schedule IV hereto which includes part payment received on or before the signing hereof.

hh. 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;

ii. Prior to the execution of these presents the ALLOTTEE has carried out independent due diligence and has satisfied himself/herself/ themselves fully as to the marketability of the title of the PROMOTERS to the SAID PLOT (more particularly described in Schedule I hereunder written) and has fully satisfied himself/herself/ themselves as to the title of the PROMOTERS to develop and sell the same and has paid to the PROMOTERS a sum of Rs. _____/- (Rupees _____) only excluding all taxes, being advance payment as per section 13 of Act, (the payment and receipt whereof the PROMOTERS both hereby admit and acknowledge) and the ALLOTTEE/S has agreed to pay to the PROMOTERS the balance of the sale consideration in the manner hereinafter appearing.

jj. The PROMOTERS has registered the Project under the provisions of the Act with the Goa Real Estate Regulatory Authority under Certificate No. _____ authenticated copy is attached in **Annexure “ _ ”.**

kk. Under Section 13 of the said Act the PROMOTERS are required to execute a written Agreement For Sale of the Said Villa with the ALLOTTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

ll. The PROMOTERS shall construct and complete the construction of the said Villa as per the Specifications/ List of Items to be provided in the said Villa set out in “**Schedule III**” herein and as per the plan annexed hereto. The PROMOTERS represents and warrants that they shall use high standard, good quality material required for the construction of the said Villa and shall not (subject to the exceptions stated herein above) in any manner vary or deviate or differ from the plans annexed hereto;

mm. The ALLOTTEE/s shall pay to the PROMOTERS **Rs.** _____/- (**Rupees** _____) **only being the sale consideration of the Villa** (which amount excludes all such taxes & any other taxes/ amounts/ duties/ charges as may be applicable and shall be payable by the ALLOTTEE/S), along with its proportionate undivided right, title and interest in the said plot, which is subject to the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSETH THAT AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS UNDER

1. The PROMOTERS has represented to the ALLOTTEE/S that they are seized and possessed of the said plot having a good, valid, subsisting, clear and marketable title over the said plot.
2. The PROMOTERS agree to construct for the ALLOTTEE/S Villa ____ in “**Fonteira Vaddo**” on the plot admeasuring _____square metres consisting of ____bedroom and ____ study/den, living, dining, kitchen admeasuring ____ square metres carpet area. The Villa shall also have an exclusive carpet area of balcony of ____ square metres with an exclusive terrace area _____ square metres(said villa) as shown in the floor plan thereof hereto annexed and marked as “**Annexure ____**” for the consideration of Rs. _____/- (Rupees _____) only which includes the proportionate incidence of common areas and facilities appurtenant to the villa, (the nature, extent and description of the common areas and facilities are more particularly described in the “**Schedule ____**” annexed herewith. The plot is shaded in yellow colour, “Fonteira Vaddo ____” and accompanying pool demarcated in red colour on the plan annexed hereto, in the said development on the said plot described in “**Schedule I**” hereinafter written along with the undivided right in the common areas of the said plot corresponding to the area of the plot size of the said Villa (hereinafter referred to as the “**Undivided Right in the Plot**”). The common areas of the said plot are parking area demarcated in ____ shading, a buggy track demarcated in _____ shading, staff quarters demarcated in ____ shading and service areas demarcated in ____ shading on the Plan at **Annexure ‘A’** hereto signed by the Parties for identification
3. **CONSIDERATION:** The ALLOTTEE/S hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agrees to construct and sell to the

ALLOTTEE/S the fully constructed and completed Villa along with the Undivided Right in the Plot, to the ALLOTTEE/S for a consideration of **Rs. _____/- (Rupees _____)** **only** plus any other taxes/ amounts/ duties/ charges as may be applicable and shall be payable.

4. The ALLOTTEE/S shall as per section 194-IA of the Income Tax Act deduct a sum equivalent to 1% of the total consideration which works out to **Rs. -----** -----as TDS from the total sale consideration and shall deposit the same to the Income Tax Authority.

5. The ALLOTTEE/S has paid a sum of **Rs. -----**plus applicable taxes of **Rs. -----** i.e. Total of **Rs. -----** -----as advance money towards the construction of the said Villa of which the Promoters acknowledges and admits receipt. All charges are payable by the ALLOTTEE/S along with all taxes as may be applicable.

6. The ALLOTTEE/s shall make payments, within 15 (Fifteen) days from the date of receipt of a written request from the PROMOTERS, of all amounts under this Agreement as set out in “**Schedule IV**” hereunder written. The PROMOTERS represents and warrants that they shall provide Architect’s certificate and photographs stating that the construction stage as mentioned in **Schedule “IV”** has been completed for further payments to be made.

7. The benefit of Input Tax Credit under Section 171 of GST Act 2017, has been passed on to the ALLOTTEE/S by way of commensurate reduction and such reduction has been factored in the consideration.
8. It is agreed by and between the Parties hereto that in the event of default of payment within 15 days by the ALLOTTEE/S of any installment in time as stipulated in “**Schedule IV**”, the PROMOTERS shall give a notice of seven days in writing to the ALLOTTEE/S, by email at the email address or by Registered AD, at the address provided by the ALLOTTEE/S, of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches as mentioned by the PROMOTERS within the period of notice, then at the end of such notice period, the PROMOTERS shall have the option to either terminate these presents or accept interest from the ALLOTTEE/S at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which the amount becomes due, up to the date on which the same is fully realized by the PROMOTERS. If the ALLOTTEE/S refuses to accept the notice, the date of attempted delivery by postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice. If the PROMOTERS exercise their said option to terminate these presents on the ground mentioned above and does so terminate the same, they shall pay the ALLOTTEE/S such amount paid to them, (save and except a sum of Rs. _____/- (Rupees _____ Only) being 20% of the Total Sales Consideration (exclusive of taxes) which shall be forfeited without interest. In such event, the

ALLOTTEE/S shall only have money claim simpliciter on the PROMOTERS. Upon such termination, the ALLOTTEE/S shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the PROMOTERS or their successors or assigns or over the SAID VILLA or any part thereof, and the PROMOTERS shall be entitled to deal with and dispose of the SAID VILLA to any other person/s as they may desire without recourse or reference to the ALLOTTEE/S. Further the PROMOTERS are liable to make such refunds only after the PROMOTERS have resold the SAID VILLA and after the PROMOTERS have received monies due from any such new prospective ALLOTTEE/S of the SAID VILLA. The process of termination shall be deemed to have been completed on the date on which the PROMOTERS send the letter of termination under Certificate of Posting or Register A.D. at the address of the ALLOTTEES furnished by the ALLOTTEES to the PROMOTERS and duly recorded in this agreement under Clause 42.

9. The right of the PROMOTERS to receive interest as aforesaid shall not entitle the ALLOTTEES to delay the payment of any instalment/s. Provided further that any amount paid in arrears by the ALLOTTEE/S to the PROMOTERS shall be first appropriated towards interest dues, if any, and the balance towards the principal amount.
10. The PROMOTERS shall complete the construction of the said Villa as per the specifications/ list of items to be provided in the said Villa mentioned in the “**Schedule III**” hereto and tender the possession thereof to the ALLOTTEES by _____(Handover Date) or as may be in future revised with prior exclusive consent of the ALLOTTEE/S on receipt of occupation certificate and completion of interior work of the said villa.If the PROMOTERS fail to abide by the time schedule for completing the project and handing over the SAID VILLA

to the ALLOTTEE/S, the PROMOTERS agree to pay to the ALLOTTEE/S, who does not intend to withdraw from the said project, interest at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank Of India, on all the amounts paid by the ALLOTTEE/S, till completion of the Project and handover of the Villa to the Allottee/s. The ALLOTTEE/S too agree to pay to the PROMOTERS, interest as specified in the Rule and as mentioned in Clause 8 above, on all delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTERS under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE(s) to the PROMOTERS.

11. The PROMOTERS shall give possession of the Villa to the ALLOTTEE/S on or before _____ (Handover Date) or as may be in future revised with prior exclusive consent of the ALLOTTEE/S, on receipt of Occupancy Certificate from the Competent Authorities and after completion of the interior work of the Villa which includes its interiors, provided the ALLOTTEE/S shall have made payment of the installments towards the purchase price of the said Villa and other charges, deposits mentioned herein as agreed upon without delay for the time stipulated for payment thereof. If the PROMOTERS fail or neglect to give possession of the SAID VILLA to the ALLOTTEE/S on account of reasons within his control and his agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him in respect of the Villa with interest at the same rate as may mentioned in the Clause 8 hereinabove from the date the PROMOTERS received the sum till date the amounts and interest thereon is repaid.

12. If in any case the construction and completion of the said Villa is delayed for no fault of the PROMOTERS on account of any or all of the following factors i.e (a) Any force majeure events such as war, civil commotion or act of God

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court, then the PROMOTERS shall be entitled for extension of time for a reasonable extension of time from handover date for giving possession of the said Villa.
13. As soon as the Occupancy Certificate, without any qualification, is received by the PROMOTERS and the said Villa is ready for occupation i.e after completion of the villa which includes its interiors, the PROMOTERS shall notify the ALLOTTEE/S of the same in writing.
14. Within 30 (Thirty) days from the date of receipt of the above referred notice, the ALLOTTEE/S shall take possession of the said Villa by paying the balance consideration amount payable under this Agreement to the PROMOTERS and performing all the terms and conditions and stipulations contained herein to be performed and observed by the ALLOTTEE/S.
15. The ALLOTTEE/S shall be deemed to have taken possession of the said Villa on or after the 30th (Thirtieth) day of notice as aforesaid, hereinafter referred to as the “The Deemed Date of Possession”, irrespective of whether the ALLOTTEE/S takes actual physical possession thereof or not. After the Deemed Date of Possession of the said Villa, the ALLOTTEE/S shall hold the possession of the said Villa solely his/ her/their own risks and responsibilities.

16. The ALLOTTEE/S, upon taking possession of the said Villa, shall own and possess the same absolutely and to the exclusion of the PROMOTERS and shall have no claims against the PROMOTERS on any account, except the defect liabilities and warranties.
17. Upon paying the entire sales consideration of the said Villa, the PROMOTERS, shall execute and register a Deed of Sale of the said Villa along with the Undivided Right in the Plot. It is clarified that nothing herein stated shall confer or be deemed to have been conferred upon the ALLOTTEES exclusively any right or title to the common driveway, parking, common internal roads, internal paths, passages, staircases, overhead water tanks, sewers, water meters, well, underground tanks, common staff quarters or any other common facilities to the exclusion of the PROMOTERS and / or the ALLOTTEE/S or occupants of the other villas forming part of the said Project.
18. After occupation, the ALLOTTEE/S shall use the said Villa for Residential purpose only for which said Villa is being sold to and purchased by him/her/ them.
19. The PROMOTERS represent that they shall assist the ALLOTTEE/S and the ALLOTTEES of the other Villas in the Project in forming a Maintenance Cooperative Society and registering the same under The Goa Co-operative Societies Act, 2012.
20. Once the installments and dues payable by the ALLOTTEE/S to the PROMOTERS have been fully paid off, the ALLOTTEE/S shall be entitled to deal with and dispose of the said Villa and the Undivided Right to the said plot, in any manner whatsoever.

21. In case the electricity meter or any other utility meter is obtained and installed by the PROMOTERS before handing over the possession of the said Villa, the ALLOTTEE/S shall be liable to pay the electricity charges or any other utility charges as may be applicable to the PROMOTERS from the date of possession or from the Deemed Date of Possession, whichever is earlier.
22. The PROMOTERS shall have a first lien and charge on the SAID VILLA agreed to be sold to the ALLOTTEE/S, in respect of any amount payable by the ALLOTTEE/S to the PROMOTERS under the terms and conditions under this Agreement.
23. **LOANS** : If the ALLOTTEE(s) avail of home loan / finance from a Housing Financial Institution (HFI) for purchase of the Said Villa and notwithstanding any stipulations by or terms and conditions agreed between the Allottee(s) and the HFI, its shall always remain the Allottee(s) liability and responsibility to ensure that the HFI sends each of the installments to the PROMOTERS on or before the due dates stipulated herein. If and where required, the PROMOTERS shall hand over to the Allottee(s) and / or the HFI post-dated Demand Letters/ Notices duly countersigned and endorsed by the Allottee(s) in respect of each of the installments payable. The Allottee(s) alone shall be responsible to remind the HFI of each payment of the time-bound installments to the PROMOTERS, so that these are not delayed beyond the due dates stipulated in SCHEDULE IV hereunder. In the event of any default or delay in receipt of timely payment by the PROMOTERS of any installment from the HFI, the PROMOTERS reserves the right at their sole discretion to either terminate this Agreement in the manner provided for herein and, subject to other provisions herein, refund to the HFI all amounts paid by the ALLOTTEE/S or accept such delayed payment from the ALLOTTEE/S along with applicable interest i.e two percent above the prevalent

Marginal Cost of Lending Rate (MCLR) of State Bank of India. On such termination and repayment the HFI and the ALLOTTEE/S shall cease to have any charge/rights on the said Villa.

24. The PROMOTERS shall confirm the final carpet Area that has been allotted to the ALLOTTEE/S after the construction of the Villa 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.
25. DEFECTS: If within a period of five years from the date of handing over the Villa to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the PROMOTERS any structural defect in the Villa or the Project in which the Villa is situated or any defects on account of workmanship, quality, provision or service, then, wherever possible such defects shall be rectified by the PROMOTERS at its own cost and incase it is not possible to rectify such defects , then the ALLOTTEE/S shall be entitled to receive from the PROMOTERS, compensation for such defects in the manner provided under the Act. In case the ALLOTTEE/S carry out any work within the Villa after taking possession, resulting in any cracks and dampness or any other defect within or to the adjoining Villa/s, then in such event the PROMOTERS shall not be liable to rectify or pay compensation. But the PROMOTERS may offer services to rectify such defects with nominal charges as determined by the PROMOTERS. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work. However, this warranty is limited to structural defect and shall not be applicable or extend to or be valid in respect of:
 - i) Any bought – out item/ specification / manufacture including but not limited to electrical, plumbing, joinery or other fittings covered by a warranty of the manufacture thereof.

- ii) Any structure/ item/specification that is broken or damaged due to mishandling, misuse, wear –and-tear or due to inadequate preventive maintenance by the Allottee(s) or his/her/ their workmen, tenants, occupants of the Villa.
- iii) Any construction/ addition/ alteration/ modification in or to the Villa installed or carried out by the Allottes(s) or its agents after the PROMOTERS have handed over possession of the villa or during the furnishing or interior decoration thereof.
- iv) Hairline cracks in plaster or wall finishes, as these shall not constitute structural defects as specified in 25 above.
- v) Any defects arising consequent to use of the Villa for rental activity or rental activity or commercial purposes or in the event that the villa is put to any use other than for purely residential purpose.

26. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :**

THE PROMOTERS hereby represents and warrants to the ALLOTTEE/S as follows:

- i) **THE PROMOTERS have** clear and marketable title with respect to the SAID PLOT; as declared in the Title Report (the copy of which is given to the ALLOTTEE/S which the ALLOTTEE/S acknowledges) and has requisite rights to carry out development upon the SAID PLOT and also has actual, physical and legal possession of the SAID PLOT for the implementation of the Project.
- ii) **THE PROMOTERS have** lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain balance approvals from time to time to complete the development of the project;

- iii) There are no encumbrances upon the SAID PLOT or the Project.
- iv) There are no litigations pending before any Court of Law with respect to the SAID PLOT or the Project
- v) All approvals, licenses and permits issued by the competent authorities with respect to **the Project, SAID PLOT**, and said Villa 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 , SAID PLOT**, and said Villa shall be obtained by following due process of law and the PROMOTERS have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, **SAID PLOT** , and said Villa and common areas.
- vi) The PROMOTERS have 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/S created herein, may prejudicially be affected;
- vii) The PROMOTERS has not entered in to any Agreement For Sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the SAID PLOT, including the Project and the SAID VILLA which will, in any manner, affect the rights of the ALLOTTEE/S under this Agreement.
- viii) The PROMOTERS confirm that the PROMOTERS are not restricted in any manner whatsoever from selling the SAID VILLA to the ALLOTTEE/S in the manner contemplated in this Agreement.
- ix) The PROMOTERS 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.

- x) 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 plot) has been received or served upon the PROMOTERS in respect of the SAID PLOT and / or the Project.
- xi) The PROMOTERS shall not carry out any additional alterations in the sanctioned plan, layout plans and specifications and nature of fixture, fittings and amenities in respect of the SAID VILLA without previous consent of the ALLOTTEE/S. However, PROMOTERS are entitled to make minor additions and alterations as may be necessary due to structural reasons duly recommended and verified by the authorized Architect or Engineer which intimation shall be sent to the ALLOTTEE/S.
- xii) In the event there are alterations, additions, modifications and or revisions in the sanctioned plans, layout plans and specifications of the project or common areas within the project, PROMOTERS shall intimate the ALLOTTEE/S of the said project who have executed an Agreement For Sale in respect of the said Project Fontiera Vaddo at the relevant time when the PROMOTERS intend to carry out the alterations or additions and the notice to that effect has been issued to the ALLOTTEE/S to which the ALLOTTEE/S will not object.
- xiii) Any such variations/ changes/ amalgamations/ alterations as mentioned above shall be intimated by the PROMOTERS to the ALLOTTEE/S in writing vide email at the email address provided or by Registered AD at the address provided by the ALLOTTEES under Clause 42 of present

Agreement. If the ALLOTTEES does/ do not revert within 7 days with objections, if any, then such changes shall be deemed to be accepted by the ALLOTTEE/S and the PROMOTERS shall be allowed to carry out such changes.

- xiv) The standard specifications, may, at times, vary within the same category Villas in the project to the extent of overall differences such as colour, size, shade, appearance and also in terms of unit- cost material(s) or items(s)intended to be provided to various Villas in the Project as all the villas to be constructed by the Promoters on the said Plot are custom designed and based on the preferences of the each buyer. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations to shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch, colour, texture and other variations.
- xv) Throughout the construction of the said Villa, the **PROMOTERS** will keep the ALLOTTEE/S informed in writing on a regular basis the status / progress of the construction work.
- xvi) Prior to handing over possession of the said Villa, the **PROMOTERS** shall construct and complete the said construction of the Villa, carry out the general and/or common jobs including water supply, water pipe, drainage, sewerage, paving, compound wall etc. including in particular the whole of civil work, plumbing work, water connections, sanitary work, electrical works etc. in a good workman like manner including all and every job to be done to construct and fully and effectively complete the said Villa and obtain Occupancy Certificate from the authorities

xvii) The **PROMOTERS** shall indemnify and keep the ALLOTTEE/S indemnified from and against any claims for damages or losses suffered or sustained by the ALLOTTEE/S by reason of any costs, charges or expenses incurred or any suits, actions or proceedings instituted or any claims, damages, demand or prejudice caused or that may be taken or made by any public body or authority or by any person or persons whomsoever for anything committed or omitted or done or caused or contemplated or purported or sought to be committed or omitted or done by the PROMOTERS for or during the development of the Project including the construction of the said Villa or by virtue of any violation of the Central/ State or local laws or any other rules or regulations in connection with the development of the Project including the construction of the said Villa or by virtue of non-payment of any taxes, dues, duties, charges, payments or outgoings in respect of the development of the Project including the construction of the said Villa, including any taxes paid by the ALLOTTEE/S to the **PROMOTERS** for payment to the appropriate authorities, but are not paid by the **PROMOTERS** to the appropriate authorities.

xviii) In the event any Taxes and/or any other Government Duty or Tax is payable in relation to the purchase of the said Villa, the same shall be borne by the ALLOTTEE/S and the ALLOTTEE/S hereby agree and undertake to pay all such Taxes and Duties. If any such taxes are paid by the ALLOTTEE/s to the PROMOTERS, the PROMOTERS, agrees and undertakes to pay such taxes paid by the ALLOTTEE/S to the appropriate tax authorities and agrees to indemnify the ALLOTTEE/S and keep them indemnified against all claims or demands that may be made by the Authorities.

xix) The PROMOTERS shall from time to time duly and fully insure and keep insured the workmen, labourers and others employed at site against all injuries etc. arising out of accidents, fire or otherwise howsoever. Notwithstanding the provisions of any act, rule, regulation in this behalf, it is expressly agreed between the Parties hereto that the PROMOTERS shall be fully liable for and shall indemnify the ALLOTTEE/S against any liability, loss, claim or proceedings whatsoever arising in respect of personal injury to or the death of any person or persons employed or hired by the PROMOTERS or any other third party whomsoever arising out of or in the course of or caused by the development of the Project including the construction of the said Villa. The ALLOTTEE/S shall not be liable in any manner whatsoever to pay any compensation, penalty, damages or otherwise in respect of any injury or accident to any workmen or other third parties.

27. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S: The Allottee/s for himself/ themselves with intention to bring all persons in whose hands the Villa may come, hereby covenants with the PROMOTERS as follows:

- i. To maintain the Villa at the ALLOTTEE/S own cost in good and tenable repair and condition from the date the possession of the Villa is taken and shall not do or suffer to be done anything in or to the Project in which the Villa is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition to the Project in which the Villa is situated and Villa itself or any part thereof without the consent of the local authorities as required.
- ii. Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

construction or structure of the Project in which the Villa is situated or storing of which goods is objected to by the concerned local authority and shall take care while carrying heavy packages which may damage or likely to damage the common areas / passages, or any other structure of the Project in which the villa is situated, including the entrances of the Project in which the Villa is situated and in case any damage is caused to the Project in which the villa is situated on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of breach.

- iii. To carry out at his/her/their own cost all internal repairs to the SAID VILLA and to maintain the Villa in the same condition , state and order in which it was delivered by the PROMOTERS to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the Project in which the villa is situated or to the Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event the ALLOTTEE/S committing any act in the contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority .
- iv. Not to demolish or cause to be demolished the said VILLA or any part thereof, nor at any time make or cause to make any addition or alteration of whatever nature in or to the SAID VILLA or any part thereof, nor make any alteration in the outside colour scheme of the Villa and shall keep the portion, sewers, drains and pipes in the SAID VILLA and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to protect and support shelter to the

other parts of the Project in which the Villa is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members of the Said Project without the prior permission of the PROMOTERS and/or the Society. In such case, obligations of the PROMOTERS as per section 14(3) of the RERA Act and the applicable Rules, shall be void and /or non applicable and / or shall stand discharged.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said VILLA and the Project in which the Said Villa 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 villa in the compound or in any portion of the SAID PLOT in which the Villa is situated.
- vii. Pay the PROMOTERS within seven days of demand by the PROMOTERS, his/her/their 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 other service connection to the Project in which the Villa is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such levies, if any, which are imposed by the concerned local authority and / or Government and/ or public authority, on account of change of user of the Villa by the ALLOTTEE/S for any purposes other than for purpose for which it is sold.
- ix. The ALLOTTEE/S shall not let, sub-let , transfer, assign or part with interest or benefit factor of this Agreement or part with the

possession of the Villa until all the dues payable by the ALLOTTEE/S to the PROMOTERS under this Agreement are fully paid up and only if the ALLOTTEE/S has not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Allottee/s have intimated in writing to the PROMOTERS and obtained a written consent of the PROMOTERS for such transfer, assignment or parting with the interest etc.

- x. The ALLOTTEE/S shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Villas therein and for the observance and performance of the Project Rules, Regulations and Bye- Laws for the time being of the concerned local authority and of Government and other public body. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the Villa in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement.

- 28. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the ALLOTTEE/S as advance or deposit, sums received on account of share capital for the promotion of the Maintenance Society or association or towards outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villa or the Said Plot and Project or any part thereof. The Allottee/s shall have no claim save and expect in respect of the Villa along with proportionate undivided share hereby agreed to be sold to him/her/them. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTERS until sold/allotted.
30. This Agreement may only be amended by the written consent of the Parties.
31. This Agreement will be binding upon and endure to the benefit of the PROMOTERS, their administrators, successors and assignees and will be binding upon and endure to the benefit of the ALLOTTEE/S, his / her/ their/ legal heirs, executors, administrators, successors, transferees and permitted assignees. This Agreement is for the sole benefit of the Parties hereto. No Party's obligation is for the benefit of any third party and no third party can acquire any enforceable right with respect to this Agreement. Any rights, liens or claims of the banks, financial institutions or other entities / person (s) that are permitted by the PROMOTERS to extend home-loans/ finance to the Allottees(s), shall be subordinate and subject to the PROMOTERS lien over and rights and claims in respect of the Villa.
32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of any right, title or interest in or to the Villa, the Project, the SAID PLOT or any part or portion thereof. The Allottee(s) shall have no claim save and except in respect of the Villa hereby agree to be sold to him/her / them and all open spaces, car parking spaces , lobbies, staircases, and recreation spaces will remain the property of the PROMOTERS and the SAID PLOT shall remain the property of the PROMOTERS until the said structure of the Villas and the SAID PLOT is / are transferred to the Entity/Association, or the

Sale Deeds in respect of the Undivided Rights are executed with the Allottee(s) of Villas in the Project.

33. 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.
34. Wherever in this Agreement it is stipulated that the ALLOTTEE/S have to make any payment, in common with other ALLOTTEE(s) in project, the same shall be in proportion to plot area of all the Villas in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces / service area shall be added to plot area of respective ALLOTTEE/S.
35. 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 reasonable 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.
36. The ALLOTTEE/S have given express consent to the PROMOTERS to raise any loans against the SAID PLOT and /or the Project and to mortgage the same with any Bank or Banks or any other Party. This Consent is on the express understanding that any such loan liability shall be cleared by the PROMOTERS before the SAID VILLA is handed over to the ALLOTTEE/S.

37. If any time prior to the execution of the Deed of Conveyance and handing over respective premises to the ALLOTTEE/S as stipulated under this Agreement, if the Floor Area Ratio presently applicable to the SAID PLOT is increased, such increase shall ensure exclusively for the benefit of the PROMOTERS alone without any rebate to the ALLOTTEE/S.
38. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements, publicity, promotional material etc, these presents shall constitute the complete and comprehensive contract between the parties hereto, unless otherwise specifically agreed upon in writing.
39. The ALLOTTEE/S should not demolish or cause to demolish the said VILLA or any part thereof, nor at any time make or cause to make any addition or alteration of whatever nature in or to the SAID VILLA or any part thereof, nor make any alteration in the outside colour scheme of the Villa and shall keep the portion, sewers, drains and pipes in the SAID VILLA and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to protect and support shelter to the other parts of the Project in which the Villa is situated and not chisel or any in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members of the said Villa without the prior permission of the PROMOTERS.
40. The ALLOTTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTERS may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTERS and the ALLOTTEE/S.
41. Any delay tolerated or indulgence shown by the PROMOTERS in enforcing the terms of this Agreement or any forbearance of giving of time to the ALLOTTEE/S by the PROMOTERS of any breach or non-compliance of any of

the terms and conditions of the Agreement nor shall the same in any manner prejudice the rights of the PROMOTERS.

42. **NOTICES:** Any notices, letters, reminders, documents, papers etc to be given hereunder by either party to the other shall be made in writing and effected either by Registered Post A/D, by electronic mail, or by facsimile. Notices delivered by facsimile will be deemed communicated as of actual receipt. Electronic mail will be considered communicated as of notification of a delivery receipt to receiver. Mailed notices will be deemed communicated as of two working days after mailing. Mailed notices shall be addressed as follows:

To PROMOTERS	To:ALLOTTEE/S
Address : First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai - 400031 Email : legal@isprava.com	Address : Email :

The ALLOTTEE/S shall also, from time to time notify any change in his/her/their address to the PROMOTERS. Any letters, reminders, notices, documents, papers etc. in relation to this Agreement made at the said notified address or at the changed address by Hand Delivery or Registered A.D. or Under Certificate of Posting or through a Courier Service agency, shall be deemed to have been lawfully served to the ALLOTTEES and the PROMOTERS shall not in any way be responsible or liable in the event the said notices are returned unserved at the notified address for any reasons whatsoever and all obligations and liability under this Agreement on the part of the ALLOTTEES shall arise on the date of service of notice and/or return of notice as unserved for any reason whatsoever.

43. **JOINT ALLOTTEES:** In case of Joint Allottee/s, all communications shall be sent by the **PROMOTERS** to the **ALLOTTEE** whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all these **ALLOTTEES**.
44. **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 GOA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 , rules and Regulations, there under.
45. The **ALLOTTEE/S** shall present this Agreement at the proper Registration Office for registration within the time limit prescribed by the Registration Act, and the **PROMOTERS** upon being duly notified by the **ALLOTTEE/S** will attend such office and admit execution thereof.
46. The Stamp Duty, Registration Charges and other charges if any applicable at the time of registration of this Agreement, Deed of Conveyance/Sale Deed, Transfer Deed, etc., in respect of the said Villa and the undivided right in the plot shall be borne solely by the **ALLOTTEE/S**.
47. The Possession the said villa has not been handed over to the **ALLOTTEE/S** and shall be handed over upon the execution of the Deed of Sale.
48. That the, **PROMOTERS** and the **ALLOTTEE/S** hereby declare that neither the parties nor the original owners of the said villa and plot in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

49. The Plot described in Schedule I is a non agricultural property. This Agreement is complying with the Foreign Exchange Management Act, 1999 and Reserve Bank of India Guidelines. The Office of the Civil- Registrar- Cum- Sub Registrar- Bardez shall not be responsible if the parties violate FEMA and RBI Guidelines.
50. This Agreement for Construction Cum Sale is engrossed/ printed on stamp papers of total value of Rs. _____/- (Rupees _____ Only) which is 2.9% payment of the Stamp Duty that is due and payable on account of the transfer of the Villa effected by virtue of this Agreement which is the market value i.e. a sum of Rs. _____/- (Rupees _____ Only). All charges are payable by the ALLOTTEE/S along with all taxes as may be applicable.
51. 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 in India for the time being in force and the Goa Courts will have the jurisdiction for this Agreement.

SCHEDULE I

(DESCRIPTION OF THE SAID PLOT)

ALL THAT Plot B, admeasuring 4125.00 square meters as per Revenue Records surveyed unde Survey No. 117/1 , of the property known as “GORCHEM BATT” or “GORCHEM VERCEM”, situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, said property is described in the Land Office of Bardez under No.3983 at page 64 of Book No.11 (new) and under No.158 at page

159 of Book 1 (new) and not enrolled in the Taluka Revenue Office and said plot as an independent and distinct entity is bounded as under:-

On or towards the East: partly by Survey No. 115 and Survey No. 117/5 of Comunidade of Assagao;

On or towards the West: by Plot A bearing Survey no. 117/1-A;

On or towards the North: partly by Survey no. 115 of Comunidade of Assagao and

On or towards the South: by Survey No.117/4.

SCHEDULE II

(DESCRIPTION OF THE SAID VILLA)

SCHEDULE III

(SPECIFICATIONS/ LIST OF ITEMS TO BE PROVIDED IN THE SAID VILLA)

(List of White Goods)

SCHEDULE IV

PRICE OF THE SAID VILLA

(INSTALLMENT SCHEDULE)

The ALLOTTEE/S accepts and agrees to pay to the PROMOTERS , the said consideration amount towards the purchase of the said Villa “Fonteira Vaddo ____” in the following stages/payment structure. All below charges are payable by the ALLOTTEE/S and excludes all taxes as may be applicable.

SCHEDULE V

(COMMON AREAS AND FACILITIES)

SCHEDULE VI

(Definitions)

1. **CARPET AREA:** Carpet Area means the net usable floor area of a Villa, excluding the area covered by the external walls , areas under service shafts , exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa. In the event of any methodology, being required, is changed leading to a changed area , such a change shall have no bearing on the consideration so long as the said Villa is constructed as per the sanctioned plans annexed herewith.

2. **AREA OF BALCONY:** shall mean the area of the balcony, which is appurtenant to the net usable floor area of a Villa, meant for the exclusive use of the ALLOTTEE. When the balcony is enclosed, the carpet area shall be measured from the line of the Villa as per sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the carpet area of the balcony.

3. **AREA OF TERRACE / SERVICE AREA;** shall mean area of the terrace / service area or duct, which is appurtenant to the net usable floor area of the Villa, meant for the exclusive use of the Allottee. The area of the terrace/ service area or duct shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing / louvers.

4. **ACT OF GOD OR FORCE MAJEURE:** shall include but not restricted to any natural calamity, act of legislature , restrictions by Courts, man-man calamity like riots, wars, civil commotion, accidents and acts beyond the control of the FIRST PROMOTER.

NOW IN WITNESS WHEREOF the PROMOTERS and the ALLOTTEE/S have signed and affixed their signatures on this Agreement for construction cum sale after understanding its contents at the place, day, month and year, first written above.

DRAFT