

AGREEMENT FOR SALE

This **AGREEMENT** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this _____ day of month of _____, of the year Two Thousand and Twenty-Five (____/____/2025) **BY** and **BETWEEN:**

“**RAINTREE ROOFS**”, a partnership firm, registered under Indian Partnership Act 1932 under No. MGO-F198-2017 before Registrar of Firms, South Goa, Margao, on 20th June 2017, having Income Tax PAN Card No. AAXFR6571Q, having its office at Shop No. 1, House No. 2266, near Gofur Manzil, Bepquegal, Curchorem, Goa – 403 706, represented herein by its Managing Partner **Mr. TABRAIZ SHAIKH**, son of Mr. S. M. Sherif, aged about 45 years, married, occupation business, Indian National, resident of House No. 218, Gofur Manzil, Bepquegal, Curchorem-Goa, Taluka Quepem, Post:- Curchorem – 403 706, having Income Tax PAN CARD No. AXRPS8648C, Aadhar Card No. 6175 4231 3804 and Mobile No. 9822676999, Indian National, and the Said Partnership firm **RAINTREE ROOFS** with its partners is hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its current and future partners, successor-in-interest, executors, administrators and permitted assigns).

AND

1. **Mr./Mrs.** _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. _____, Email address: _____, Contact No. _____, marital status _____,

2. **Mr./Mrs.** _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. _____, Email address: _____, Contact No. _____, marital status _____, Indian National/s and hereinafter referred to as the “**ALLOTTTEE/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

1. **Mr. VIVEK VENKATESH SHANBHAG**, son of late Shri. Venkatesh Shanbhag, aged about 64 years, Occupation Medical Practitioner, holding

Income Tax PAN Card No. BDIPS9924B, Overseas Citizen of India holding Passport of United States of America bearing No. 077989748/538432325 holding OCI Card bearing No. A073059, married and his wife;

2. **Mrs. GAYATHRI VIVEK SHANBHAG**, wife of Shri. Vivek Shanbhag, aged about 55 years, Occupation housewife, holding Income Tax PAN Card No. BVJPS8412B, Overseas Citizen of India holding Passport of United States of America bearing No. 077989749/538432326 holding OCI Card bearing No. A073060, both with local addresses at 64, Dongorim, Nuvem, OR Flat No 7, Block No 6, Sapna City, Aquem, Salcete, Goa and presently residing at 344, S Monroe St, San Jose, CA 95128 and hereinafter referred to as the "**LAND OWNERS/CONSENTING PARTY**" (which expression unless repugnant to the context and meaning thereof shall mean and include their heirs, legal representative, successors, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS the LAND OWNER/CONSENTING PARTY is represented in this instrument by its duly constituted attorney their Sister/Sister-in-law **MRS. VEENA RAJEEV SUKHTHANKER**, wife of Mr. Rajeev M. Sukhthanker, Daughter of late Shri. Venkatesh Shanbhag, aged about 54 years, Married, Homeopathic Doctor, Indian National, holding Income Tax PAN CARD No. AGSPS9914R and AADHAR CARD No. 5860 2909 6443 resident of, House No. 198, Shantala, Deulmol, Sirvoi, Quepem, Goa- 403 705, vide Special Power of Attorney dated 28.12.2022, executed before Notary Mahendra V. Gavas, Notary of Quepem, Goa, bearing Registration No. 359/2022, the notarised copy whereof is filed in the office of the Sub-Registrar, Salcete along with this instrument.

WHEREAS the FIRST PARTY are the owners in possession of the below described adjoining properties:

i. Landed property known as Cobia Pedda alias Dodugueachy Fatrady admeasuring 5550.00 Sq. meters, surveyed under Survey No. 166/12-A of Varca Village, Salcete Taluka; having purchased the same vide Deed of Sale dated 03.03.2011, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-BKI-01232-2011 on 03-03-2011. Hereinafter referred to as **PROPERTY NO. 1** and better described in SCHEDULE A herein later written;

And

ii. Plot A admeasuring 598.00(Corrected to 565.00) Sq. meters surveyed under Survey No. 166/24-A-1 of Varca Village, Salcete Taluka, forming part of the larger property known as DHAKTEM ANSUR or DACLEM

VOUSURA or DACLEM ANSUR admeasuring 5610.00 Sq. meters, surveyed under Survey No. 166/24-A of Varca Village, Salcete Taluka; having purchased the same vide Deed of Sale dated 03/03/2011, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-BK1-01233-2011 on 03.03.2011 read with Deed of Rectification dated 04.04.2012 duly registered in the office of the Sub Registrar, Salcete under Reg. No. MGO-BK1-02044-2012 on 04.04.2012. Hereinafter referred to as **PROPERTY NO. 2** and better described in SCHEDULE B herein later written.

PROPERTY NO. 1

That the property Dodugueachy Fatrady is situated in Village Fatrade, jurisdiction of Varca and bounded on east and north with the paddy field neural of Comunidade of Varca, west by the property on cura Confisco of the heirs of Benedicto Ferrao and South by property of the same name of the Fabrica of the Church of Varca. The said property no. 1 is described under No. 3326 at pages 72V of Book No. 9.

As per Inscription No. 38574 (Personal Index No. 3 of Letter G at Pages 52v), the property is described under No. 3326 and is inscribed in favour of Goculanata Naique by other name Goculanata Bascora Naique as he had purchased the same in public auction in the proceedings of execution of hypothecation which Ubaldina Viegas e Miranda of Orlim initiated against Augusto Pereira, Maria Fermina Bebnedita Josefina do Rosario Vales Pereira, Filomena Pereira, Inacio Sebastiao Pereira alias Inacinho Pereira, Julia de Souza.

That vide a Testament dated 09.05.1969 drawn on the Deed of Testamento and recorded at folio 94v to 95v of Deeds/Will Book No. 62 of the Office of the Notary Public Ex-Officio at Margao, Shri. Goculananta Bascora Naique stated that he was not having any heirs with right to legitime and he bequeathed to his wife Smt. Laximibai all his assets moveable's, immovable's, rights and shares and all what is shown as pertaining to him at time of his death.

Vide Public Will dated 25.10.1985 drawn on the Testamento Publico and recorded at folio 20 to 21 of Deeds/Will Book No. 128 of the Office of the Notary Public Ex-Officio, Goculamanta Bascora Naique who was by then a widow as per the said Will bequeathed everything to his nephew Bascora Pondorinata Naique.

In the survey records of Survey No. 166/12 of Varca, the name recorded of the occupants was (i) Shri. Gokulanand Bhaskar Naik (ii) Shri. Pandharinath Bhaskar Naik and (iii) Shri. Dayanand Bhaskar Naik.

Shri. Gokulanand Bhaskar Naik expired on 10.02.1995. Shri. Dayanand Bhaskar Naik alias Daiananda Bhaskar Naik expired on 23.10.1975 as a bachelor.

There was a Testament executed on 22.01.1971 drawn on the Deed of Testamento and recorded at folio 60 to 60v of Deeds/Will Book No. 66 of the Office of the Notary Public Ex-Officio at Margao which was executed by the testator namely Shri. Daiananda Naique as a bachelor whereby he bequeathed and left to his brother Pondorinata Naique all his disposable share of all his assets, rights, credits and shares. The disposable share thus passed on to Pondorinata Naique.

That vide the Deed of Sale dated 01.04.1995 registered before the Sub Registrar of Salcete at Margao under No. 1121, from pages 86 to 194 of Book No. I, Volume No. 480 dated 19.04.1995, Smt. Bhagirati Bhaskar Naik, Shri. Pandharinath Bhaskar Naik alias PondorinataNaique and Shri. Bhaskar Pandharinath Naik alias Bascora Pondorinata Naique sold the property admeasuring 8,925 square meters to Shri. Satpal Singh Mac and Shri. Satindra Singh Mac in equal shares.

In the aforesaid Deed of Sale dated 01.04.1995, the survey number of the property was shown as Survey No. 166/12 of Village Varca, Taluka Salcete.

That Shri. Satindra Singh Mac expired on 01.08.2001 as per the Deed of Partition dated 10.04.2006 bearing Registration No. 1743, at pages 399 to 419 of Book No. I, Volume No. 1999, Dated 17.04.2006, he left behind a Will dated 19.02.2001 registered before the Norary Public Ex-Officio of the Judicial Division of Salcete, Vassudev T. Hadonkar registered on 20.12.2001 at Pages 44 to 47 of Book of Sealed Will No. 46 in view of the order of Shri. Dipak S. Dessai, Mamlatdar of Salcete Taluka, thereby bequeathing his share in the aforesaid property to his wife Mrs. Sieglinda Mac.

The aforesaid Shri Satpal Singh Mac and Mrs. Sieglinda Mac vide the aforesaid Deed of Partition dated 10.04.2006 partitioned the said property into three plots namely Plot A, Plot B and Plot C. Smt. Sieglinda Mac conveyed, granted and transferred to Shri. Satpal Singh the Plot Nos. A and B.

The Plot Nos. A, B and C are described as follows: -

Plot A

All that Plot A of the said property Dodugueachy Fatrady situated at Fatrade, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub-District of

Salcete, District of South Goa and State of Goa, described in the Land Registration Office of Salcete under No. 3326 at pages 72 reverse of Book B No. 9 of new series, not enrolled in the Taluka Revenue office of Salcete but entirely surveyed in the Record of Rights under Survey No. 166/12 and admeasuring two thousand seven hundred seventy five (2775 m²) square meters or thereabouts and bounded as follows: -

- On the East: - By Plot B of the same property,
- On the West: - By property surveyed under Survey No. 166/24 and public road,
- On the North: - By property surveyed under Survey No. 166/24 and
- On the South: - By 6.00 meters wide reserved access road.

Plot B

All that Plot B of the said property Dodugueachy Fatrady situated at Fatrade, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South Goa and State of Goa, described in the Land Registration Office of Salcete under No. 3326 at pages 72 reverse of Book B No. 9 of new series, not enrolled in the Taluka Revenue office of Salcete but entirely surveyed in the Record of Rights under Survey No. 166/12 and admeasuring an area of two thousand seven hundred and seventy five (2775m²) square meters or thereabouts and bounded as follows: -

- On the East: - By Plot C of the same Property,
- On the West: - By Plot A of the same Property,
- On the North: - By properties surveyed under Survey Nos. 166/25 and 166/24 and
- On the south: - By 6:00 meter wide reserved access road.

Shri. Satpal Singh Mac conveyed, granted and transferred to Smt. Sieglinda Mac the Plot No. C.

Plot C

All that Plot C of the said property Dodugueachy Fatrady situated at Fatrade, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South Goa and State of Goa, described in the Land Registration Office of Salcete under No. 3326 at pages 72 reverse of Book B No. 9 of new series, not enrolled in the Taluka Revenue office of Salcete but entirely surveyed in the Record of Rights under Survey No. 166/12 and admeasuring two thousand seven hundred seventy-five (2775m²) square meters or thereabouts and bounded as follows: -

- On the East: - By properties surveyed under Survey Nos. 168/41, 168/40, 168/39, 168/33, 168/32,
- On the West: - By Plot B of the same property,
- On the North: - By property surveyed under Survey No. 166/23, Pond and by property surveyed under No. 166/25 and
- On the South: - By properties surveyed under No. 167/1 and 167/3.

Mr. Satpal Singh Mac applied for Conversion of aforesaid Plot Nos. A and B which were allotted a separate Survey No. 166/12-A of Varca Village vide Order dated 21.03.2007 in Case No. LRC/PART/1493/2006/III and vide Sanad dated 25.02.2010 the area was converted to residential use.

That vide a Deed of Sale dated 03.03.2011 registered before the Sub Registrar of Salcete at Margao, bearing Registration No. MGO-BK1-01232-2011, CD Number MGOD50 on 03.03.2011, Mr. Satpal Singh Mac and his wife Mrs. Roslyn Janice Mac as vendors sold to Mr. Vivek Venkatesh Shanbhag and Mrs. Gayathri Vivek Shanbhag the aforesaid Plot Nos. A and B which were joined together and formed an independent survey holding bearing Survey No. 166/12-A of Varca Village and bounded jointly as follows: -

- On the East: - By property surveyed under No. 166/12 belonging to Mrs. Sieglinda Mac,
- On the West: - By the property surveyed under Survey No. 166/24 and public road,
- On the North: - By the property surveyed under Survey No. 166/24 of Varca Village and
- On the South: - By 6 meters wide reserved access road.

The area of Plot A and Plot B as Survey No. 166/12-A is 5550 square meters as per survey records (Property No 1).

That the names of Vivek Venkatesh Shanbhag and Gayathri Vivek Shanbhag have now been mutated in Survey No. 166/12-A of Village Varca in Salcete Taluka.

PROPERTY NO. 2

The property denominated DACLEM VOUSURA situated within the limits of Village Panchayat of Varca Taluka and Sub District of Salcete, District of South Goa, State of Goa described in the Land Registration Office of Salcete under No. 18153 at pages 151 of Book No. B. 446 new series, enrolled in the Land Registration Office under Matríz No. 1395 of Salcete.

The Property No. 2 was purchased by Late. Yeshwant Dulaji Naik Borkar alias Esvonta Dulo Naique Borkar alias Yeshwant Dulo Naik Borkar by Deed of Discharge and Sale with Discharge dated 2.1.1959 entered in the office of Notary of Ilhas Shri Julio Rodrigues alias Julia Rodrigues da Guerra Bordalo, at pages 76 to 83 of Book No. 512. The name of the said Esvonta Dulo Naique Borcar is recorded under Inscription No. 47724.

The aforesaid Esvonta Dulo Naique Borcar alias Yeshwant Dulaji Naik Borkar and his wife Sunderbhai Yeshwant Borkar have both expired on 05.01.1979 and 25.09.1980 respectively and Inventory Proceedings No. 72/81/B were initiated in the Court of the Civil Judge Senior Division at Panaji and Item No.1 is the suit property. In the same Inventory vide Order dated 31.10.2000, 3/8th share in the said property was allotted to Shri. Dulaji Yeshwant Naik married to Mrs. Shanta D. N. Borkar and 5/8th share in the said property was allotted to Mrs. Sunita Manguesh Borkar married to Mr. Manguesh Borkar.

The said Mr. Manguesh Borkar alias Mangesh Gana Borkar alias Manguesh Ghanashyam Borkar expired on 14.10.2006 and an Inventory Proceedings bearing No. 88/09 was filed in the Court of the Civil Judge Senior Division at Margao wherein the 5/8th share was listed in the Inventory and half share of 5/8th was allotted to Sunita Mangesh Borkar, one third share of 5/8th was allotted to Shyam M. Borkar and his wife Aparna S. Borkar, one third share of 5/8th was allotted to Vishwas M. Borkar and wife Aarti V. Borkar and one third share of 5/8th was allotted to Vatsala M. Borkar vide Decree dated 20.10.2009.

But before the aforesaid Inventory Proceedings bearing No. 88/09 was decided on 20.10.2009, a Deed of Sale dated 03.09.2009, registered before the Sub Registrar of Salcete, bearing Registration No. 4124 at pages 220 to 237, Book No. I, Volume No. 3538 dated 17.09.2009 was already executed by Mr. Dulaji Yeshwant Naik Borkar alias Yeshwant Borkar, Mrs. Savita Dulaji Borkar alias Savita Dulaji Naik Borkar commonly known as Shanta D N Borkar, Mrs. Sunita Mangesh Borkar, Mr. Shyam M. Borkar, Mrs. Aparna S. Borkar, Mr. Vishwas M. Borkar, Mrs. Aarti V Borkar and Miss Vatsala M. Borkar with M/S. Sukjoy Max a partnership firm.

The said M/s Sukjoy Max is a partnership firm which is established vide a Deed of Partnership dated 26.08.2009 comprising of two partners namely Mrs. Mima Almeida and Mr. Tony Rodrigues.

That out of the area of 7000 square meters an area of 825 square meters has been acquired for public road and the remaining portion of the said property admeasuring 6,175 square meters is bounded as under: -

- On the East: - By property surveyed under No. 166/25,
- On the West: - By road beyond which lies the water drain,
- On the North: - By property surveyed under No. 166/23 and
- On the South: - By property surveyed under Nos. 166/12 and 167/1 and 12.

The Survey Number of the property is 166/24 of Village Varca in Salcete Taluka. That as there was some mistake in the name of one of the Vendors to the aforesaid Deed of Sale dated 03.09.2009 and as the plan of the property sold was not annexed, the parties executed a Deed of Rectification dated 01.10.2009 which was registered before the Sub Registrar of Salcete at Margao bearing Registration No. 4598 at pages 146 to 157, Book No. I, Volume No. 3574, dated 23.10.2009.

That a Land Conversion Sanad dated 30.10.2009 vide reference no AC-I/SG/CONV/59/2009 was issued by the office of the Additional Collector-I, South Goa District, Margao for an area of 5000 square meters in Survey No. 166/24 of Village Varca.

M/s Sukjoy Max through its Partners separated a portion of the aforesaid property and denominated it as Plot A admeasuring an area of five hundred and ninety eight square meters and the same was shown to be bounded as follows: -

- On the East: - By property surveyed under No. 167/12 of Village Varca in Salcete Taluka,
- On the West: - By road beyond which lies the water drain,
- On the North: - By remaining property of Vendors surveyed under No. 166/24 of Village Varca in Salcete Taluka and
- On the South: - By property surveyed under Nos. 166/12, 167/1 and 167/12 of Village Varca in Salcete Taluka and by road.

The said M/s Sukjoy Max through its Partners sold the said portion of the property denominated as Plot A to Mr. Satpal Singh Mac vide a Deed of Sale dated 06.09.2010 registered before the sub registrar of Salcete and bearing Registration No. MGO-BK1-04711-2010, CD Number MGOD29 on 08.09.2010.

After the execution of the aforesaid Deed of Sale the aforesaid entire property inclusive of plot A was separated and allotted a separate Survey No. 166/24-A of

Varca Village and therefore M/s Sukjoy Max and Mr. Satpal Singh Mac executed a Deed of Rectification dated 02.08.2011, registered before the Sub Registrar of Salcete, bearing Registration No. MGO-BK1-04188-2011, CD Number MGOD53 on 03.08.2011 to incorporate the said facts.

Mr. Satpal Singh Mac by virtue of the Deed of Sale dated 03.03.2011, registered before the Sub Registrar of Salcete at Margao, bearing Registration No. MGO-BK1-01233-2011 Dated 03.03.2011, sold the aforesaid Plot A to Mr. Vivek Venkatesh Shanbhag and Mrs. Gayatri Vivek Shanbhag.

As the Deed of Rectification dated 02.08.2011 was made after the Deed of Sale dated 03.03.2011, this necessitated the execution of a Deed of Rectification dated 04.04.2012, registered before the Sub Registrar of Salcete at Margao, bearing Registration No. MGO-BK1-02044-2012, CD Number MGOD59, Dated 04.04.2012, between Mr. Satpal Singh Mac on one hand and Mr. Vivek Venkatesh Shanbhag and Mrs. Gayatri Vivek Shanbhag on the other.

By virtue of the Deed of Rectification dated 04.04.2012 it was rectified that the survey number would be corrected to be read as 166/24-A in the principal Deed.

Mr. Vivek Venkatesh Shanbhag and Mrs. Gayatri Vivek Shanbhag have thereafter partitioned their purchased plot and have obtained a separate survey number for their portion i.e., Survey No. 166/24-A-1 of Varca Village in Salcete Taluka (Property No 2).

At the time of the partition proceedings before the authorities, it was found that the entire area of 598 square meters was not available at loco and only an area of 565 square meters was available and accordingly the same was corrected in form I and IV

The name of Mr. Vivek Venkatesh Shanbhag and Mrs. Gayatri Vivek Shanbhag is appearing on the Survey records of Survey No. 166/24-A-1 of Varca Village in Salcete Taluka but the area shown in the survey records is 565 square meters and not the area admeasuring 598 square meters which was noted to be sold vide the aforesaid Deed of Sale 06.09.2010.

Both the properties i.e., Property No. 1 and Property No. 2 are situated within the limits of Village Panchayat of Varca, Salcete Taluka and Sub-District of Salcete, District of South Goa, State of Goa and both the properties taken together have a combined area of 6115 square meters and are hereinafter together referred to as the "**SAID PROPERTY**"

AND WHEREAS vide Agreement for Development and Construction dated 23/04/2024 duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-1-2125-2024 registered on 25/04/2024, the LAND OWNERS have permitted the PROMOTER to develop the SAID PROPERTY by constructing multi family dwelling units therein and in furtherance thereto the PROMOTER obtained following permissions from the Competent Authorities:

- (a) Technical Clearance Order dated 26/05/2025 under Ref. No. TPM/36408/Varca/166/12-A/166/24-A-1/2025/3767 from the Office of the South Goa Planning & Development Authority, Margao; Goa.
- (b) Certificate of Availability of Power Supply dated 05/06/2025 under Ref. No. AE-I/BEN/Tech-8/437/2025-26 from Office of the Sub-Divisional Engineer, Sub-Div-I, Benaulim, Div-XVI, Electricity Department, Aquem Alto, Margao - Goa
- (c) Water Availability Certificate under Ref. No. DDW-IV/2455/141/25-26 dated 18/06/2025 from Office of the Executive Engineer, Works Division-IV, Fatorda, Margao, Goa.
- (d) Consent to Establish form Goa State Pollution Control Board, under Ref. No. 12/2025-PCB/2819364/G00018973 dated 25/07/2025 and amended under Ref. No. 12/2025-PCB/288226 dated 07/08/2025.
- (e) Construction Licence dated 08/08/2025 under No. VP/VAR/2025-2026/12 from Village Panchayat Varca, Varca, Goa.

AND WHEREAS the development to be carried on in the SAID PROPERTY by the PROMOTER, have been proposed to be developed with the name ***RAINTREE -The Sound of Waves*** to be consisting of 17 villas, Club House, Private Swimming Pool, and is hereinafter referred to as "SAID PROJECT".

AND WHEREAS the PROMOTER has appointed an Architect Mr. Rajeev Sukhtanker registered with the Town and Country Planning Department under TCP Reg. No. CA/91/14172 as per Goa Land Development and Building Construction Regulation and registered with Council of Architects under No. AR/0028/2010.

AND WHEREAS the PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Panaji under No. _____ authenticated copy is furnished to the ALLOTTEE/S;

AND WHEREAS the PROMOTER has appointed a structural Engineer Mr. Vidyadhar Kakodkar for the preparation of the structural design and drawings of

the buildings and the PROMOTER accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the PROMOTER has sole and exclusive right to sell the 57% of the constructed premises in the Said Project, being the premises as identified in the Instrument of Understanding dated 26/04/2024, executed before Notary Mr. Rajendra Naik under his Reg. No. 3111/2024 to be constructed by them on the project land and to enter into Agreement/s with the ALLOTTEE/S the various premises and to receive the sale consideration in respect thereof excluding premises reserved for LAND OWNER/CONSENTING PARTY as detailed out in the said Instrument of Understanding;

AND WHEREAS on demand from the ALLOTTEE/S, the PROMOTER have given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER's Architect Mr. Rajeev Sukhtankar 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/S acknowledges the receipt of the same and prior to the execution of these presents, the ALLOTTEE/S has/have independently verified and is/are satisfied with respect to (a) the title of the LAND OWNERS to the SAID PROPERTY being clear and marketable; (b) the right and authority of the PROMOTER to develop the Said Project on the Said Property and (c) the approvals and permission obtained till date for the Said Project. Accordingly, the ALLOTTEE/S has/have agreed to enter and execute the present agreement and hereinafter shall not raise any requisition, claim, objection, etc. of any nature whatsoever pertaining to the title of the LAND OWNERS and development rights of the PROMOTER with respect of the Said Property.

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 LAND OWNERS to the project land on which the Said Project is to be constructed have been also furnished to the ALLOTTEE/S;

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 furnished to the ALLOTTEE/S;

AND WHEREAS the authenticated copies of the plans and specifications of the Said Premises agreed to be purchased by the ALLOTTEE/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the PROMOTER has got all the approvals as detailed above from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Project wherever applicable and shall obtain the further approvals, if any, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Project;

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 project and upon due observance and performance of which only the Completion Certificate or Occupancy Certificate in respect of the said project shall be granted by the concerned competent authority;

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

AND WHEREAS the ALLOTTEE/S has/have approached the PROMOTER for purchase of a Premises in the Said Project after the ALLOTTEE/S being satisfied, having verified through his/her/their lawyer, that the title of the SAID PROPERTY is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations, having been agreeable to the ALLOTTEE/S of his/her/their own will and accord, has/have expressed unto the PROMOTER his/her/their willingness to purchase Villa No. _____ admeasuring _____ Sq. meters of carpet area, located in the Said Project for a total consideration of Rs. _____/- (Rupees _____ Only). The consideration of Rs. _____/- includes the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

This Villa No. _____ is more particularly described in the **SCHEDULE C** hereunder written and is hereinafter referred to as "SAID PREMISES". The bifurcation of the areas is as specified in **SCHEDULE C1** hereunder. The bifurcation of area into Carpet, Built up and Super built up is provided only for the purpose of better understanding of

differential area, while the sale consideration has been determined on the basis of carpet area only.

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

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

AND WHEREAS prior to the execution of these presents, the ALLOTTEE/S has/have paid to the PROMOTER a sum of Rs. _____/- (Rupees _____ Only), being an advance payment or an Application Fee as provided in section 13 of the Said Act (the payment and receipt whereof the PROMOTER hereby admits and acknowledges) and the ALLOTTEE/S has/have agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act, 2016, the PROMOTER is required to execute a written Agreement for sale of Said Premises with the ALLOTTEE/S, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell the SAID PREMISES, the LAND OWNER/CONSENTING PARTY hereby agrees to sell the proportionate undivided share in the SAID PROPERTY corresponding to the SAID PREMISES and the ALLOTTEE/S hereby agree/s to purchase the Said Premises and its proportionate undivided share in the land corresponding thereto.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The PROMOTER shall construct the SAID PROJECT in the SAID PROPERTY in accordance with the plans and designs as approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the Said Premises of the ALLOTTEE/S except in case of any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum four

percent of carpet area) agreed to be sold to the ALLOTTEE/S. No approval of the ALLOTTEE/S shall be required to be obtained for variation (increase or decrease) upto four percent of the carpet area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

1.a (i) The ALLOTTEE/S hereby agree/s to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/S the Villa No. _____ of _____ Sq. meters of carpet area located in the Said Project as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises. The Consideration has been determined on the basis of the Carpet Area notwithstanding the bifurcation provided in the **SCHEDULE C1**

(ii) The Parking Slot as corresponding to the SAID PREMISES is Parking Slot as identified and depicted in the approved plan annexed hereto.

1(b) The total aggregate consideration amount for the Said Premises is thus Rs. _____/- (hereinafter referred to as "Total Sales Consideration")

1(c) The ALLOTTEE/S has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the PROMOTER the balance amount in the manner detailed out in **SCHEDULE D** herein later written.

All payments shall be made by local cheques or DD. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the ALLOTTEE/S will also be paid by the PROMOTER in Indian rupees only.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of GST, Infrastructure tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the Said Premises. The price also excludes Electricity connection, maintenance, club house membership, and other charges related to the project. All these taxes and other outgoings shall be borne and paid by the ALLOTTEE/S as and when due or demanded.

The ALLOTTEE/S is/are aware that the ALLOTTEE/S is/are required to deduct TDS in accordance with the applicable rates as per Income Tax Act, 1961.

The ALLOTTEE/S shall pay the tax deducted to the concerned authorities and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the PROMOTER. In the event of any delay in making the payment and or of taxes as aforesaid, the ALLOTTEE/S shall be liable to pay the interest and/or penalty levied by the concerned authority/ies in respect thereof.

1(e) The Total Price is escalation-free, save and except:

(i) escalations/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/S 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/S, which shall only be applicable on subsequent payments.

(ii) escalations/increases in case of changes suggested by the ALLOTTEE/S to the SAID PREMISES or in case the ALLOTTEE/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTER and the difference amount either payable or refunded by/to the ALLOTTEE/S shall be calculated accordingly.

However, it is made absolutely clear that the PROMOTER has absolute discretion not to entertain the request for change/changes in the plan as desired by the ALLOTTEE/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the ALLOTTEE/S. All such changes desired by the ALLOTTEE/S, should be within the rules and regulations of competent authorities.

1(f) The PROMOTER may allow, in its discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE/S 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/S by the PROMOTER.

1(g) The PROMOTER shall confirm the final carpet area, its corresponding built up and super built-up area that has been allotted to the ALLOTTEE/S after the construction of the Said Premises is complete and the completion certificate is

granted by the competent authority, by furnishing details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the area then the PROMOTER shall refund the excess money paid by ALLOTTEE/S within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the area allotted to ALLOTTEE/S, the PROMOTER shall demand additional amount from the ALLOTTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The ALLOTTEE/S hereby irrevocably authorize/s the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name in accordance with the instalments as set out in the payment Schedule hereunder and the ALLOTTEE/S undertake/s not to object/demand/direct the PROMOTER to adjust his/her/their payments in any manner.

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 Said Premises to the ALLOTTEE/S, obtained from the concerned competent authority occupancy and/or completion certificates in respect of the Said Premises.

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE/S. The PROMOTER, subject to clause 6 contained herein later, shall abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEE/S has/have paid all the consideration and other sums due and payable to the PROMOTER as per the agreement Similarly, the ALLOTTEE/S shall make timely payments of the instalment/s and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER, as provided in clause 1(c) herein above. ("Payment Plan").

3. The PROMOTER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PROPERTY is 3669.00 square

meters and PROMOTER have planned to utilize FAR of 3665.40 Sq. meters. The PROMOTER has disclosed the FAR of 3665.40 sq. meters as proposed to be utilized by it on the SAID PROPERTY in the Said Project and ALLOTTEE/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises to be carried out by the PROMOTER by utilizing the said FAR and on the understanding that the unutilised FAR shall belong to PROMOTER only.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S, the PROMOTER agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession. The ALLOTTEE/S 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/S to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S to the PROMOTER.

4.2. The ALLOTTEE/S shall be liable to pay applicable Goods and Service Tax ("GST") and/or any other taxes as applicable on the Total Sales Consideration, including the instalments or part-payments thereof. On the completion of every payment stage as detailed at Schedule D the Promoter shall intimate the ALLOTTEE/S in writing and the ALLOTTEE/S shall, within 7 (seven) days of receipt of such intimation, make payment to the Promoter of the requisite instalment amount corresponding to such payment stage together with GST and/or any other taxes as applicable thereon. The Parties hereto agree that it shall not be the obligation of the Promoter to make the payment of GST relating to the Total Sales Consideration to the concerned authorities unless and until the Promoter has received the same from the ALLOTTEE/S.

4.3. On default and/or neglect and/or failure of the ALLOTTEE/S to make the requisite part-payment/s of the Total Sales Consideration as set out in the payment schedule, within the time period stipulated, the ALLOTTEE/S shall be liable to pay interest to the Promoter as specified in the RERA, on all amounts due and payable by the ALLOTTEE/S under this Agreement.

4.4. Without prejudice to the right of the Promoter to charge interest as above or any other right under this Agreement and/or at law, on the ALLOTTEE/S committing default in payment of any instalment amount of the Total Sales Consideration on the due date of any instalment amount as due and payable by

the ALLOTTEE/S to the Promoter under this Agreement, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement without any reference or recourse to the ALLOTTEE/S, provided that: the Promoter shall give a notice of 15 (Fifteen) days ("Notice Period") in writing to the ALLOTTEE/S ("Default Notice") by courier or e-mail or registered post A.D. at the address provided by the ALLOTTEE/S, of its intention to terminate this Agreement with detail/s of the specific breach or breaches committed of the terms and conditions in respect of which it is intended to terminate this Agreement.

4.5. If the ALLOTTEE/S fail/s to rectify the breach or breaches mentioned by the PROMOTER within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTER shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTER may in its absolute discretion think fit and in such case, no permission or consent of the ALLOTTEE/S shall be required to be obtained nor the ALLOTTEE/S shall be required to be joined in any such further transaction. If the ALLOTTEE/S refuse/s to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/S (subject to adjustment, deduction and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER) within a period of 45 days of the termination, the instalments of sale price of the Said premises which may till then have been paid by the ALLOTTEE/S to the PROMOTER but the PROMOTER shall not be liable to pay to the ALLOTTEE/S any interest on the amount so refunded. The liquidated damages shall be 25% of the Sale Consideration till then paid by the ALLOTTEE/S in respect of the said premises. Further, the PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the ALLOTTEE/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking, if any, or proportionate share in the land.

Provided further, that in case, the ALLOTTEE/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the said premises to its original

design/plan, shall also be deducted from the refundable part of the consideration mentioned above, notwithstanding that such restoration shall be executed at a future date. In case the cost of such restoration exceeds the refundable amount, the ALLOTTEE/S shall be liable to pay the differential amount to the PROMOTER within 8 days of such automatic termination.

4.6. Notwithstanding the aforesaid, in the event that the Purchaser cancels/withdraws from the said Project and/or cancels/terminates this Agreement and/or cancels/withdraws its allotment of the said premises, without any fault of the Promoter, the Promoter herein shall be entitled to deduct liquidated damages (The liquidated damages shall be 25% of the Sale Consideration till then paid by the ALLOTTEE/S in respect of the said premises) and refund the balance amount of instalments paid within a period of 45 (forty five) days from the execution of a registered cancellation deed in this regard and the Promoter shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to refund/reimburse to the Purchaser any government charges such as GST, TDS, Stamp Duty, Registration Fees, etc. save and except the amounts received towards the Total Sales Consideration after deduction of liquidated damages.

Further, the provisions of clause 4.5 as regards resale and deduction shall apply in case of cancellation of the present agreement in pursuance to clause 4.6 above.

4.7. In the event of termination of this Agreement as stated above and on the date of termination, the amounts paid by the ALLOTTEE/S to the Promoter are less than the liquidated damages and amount due for restoration for changes suggested, the ALLOTTEE/S shall be liable to pay the differential amount to the Promoter, within a period of 15 (fifteen) days from the date of termination.

4.8. Without prejudice to what has been provided above, in the event of termination of this Agreement the ALLOTTEE/S hereby agree/s and confirm/s to unconditionally, without any excuses and delays, execute a deed of cancellation recording the termination of this Agreement and attend for the registration of the same at the offices of the concerned sub registrar, at the cost, and expense of the ALLOTTEE/S.

4.9. Upon the termination of this Agreement, the receipt of the aforesaid refund after deducting the liquidated damages and restoration cost, if any, by cheque/pay-order/demand draft from the Promoter to the ALLOTTEE/S by registered post acknowledgement due at the address given by the ALLOTTEE/S in these presents, or by bank transfer into the account from which payments

toward Total Sales Consideration were made to the Promoter, will amount to acceptance of the said refund and the refund accepted by the ALLOTTEE/S shall be deemed to be in full satisfaction of all rights and/or claim/s of the ALLOTTEE/S under this Agreement and/or in or to the Said Premises. The ALLOTTEE/S agree/s and undertake/s to pay the Total Sales Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate sources only. The Promoter shall not be obliged to accept amounts from any person other than the ALLOTTEE/S herein. The Total Sales Consideration shall be payable by the ALLOTTEE/S by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of “_____”

4.10 The ALLOTTEE/S shall, with the prior written consent of the Promoter, be entitled to avail financial assistance/loan from any bank/s and/or financial institution/s and to mortgage the said premises by way of security for repayment of the said loan to such bank/financial institution.

4.11. The ALLOTTEE/S agree/s and undertake/s that in the event the ALLOTTEE/S avail/s any financial assistance/loan from any bank/s and/or financial institution/s with respect to the purchase of the said Premises, such bank/s and/or financial institution/s shall be required to disburse/pay all such instalment/s or amount/s due and payable to the Promoter under this Agreement in the same manner detailed in the Payment Schedule and the Promoter shall not in any way whatsoever, be liable or responsible for the repayment of the financial assistance/loan taken by the ALLOTTEE/S. In the event of any default or delay in receipt by the Promoter of the instalments from the banks or financial institution/s, the Promoter shall, without prejudice to any of its rights under this Agreement or at law, including its right to interest on the outstanding amounts at the Interest Rate as specified under RERA Rules, be entitled to terminate this Agreement under the provisions stated herein. On such termination of this Agreement, the Promoter shall, on simultaneous release of the charge by such banks or financial institution/s on the Said Premises, refund first to the banks or financial institution/s, the refundable amounts if any, after deducting the Liquidated damages and restoration cost, if any and thereafter refund to the ALLOTTEE/S, the balance amounts, if any, from the payments made by the ALLOTTEE/S under this Agreement to the Promoter. In case, where the refundable amount is less than the outstanding liability of the ALLOTTEE/S towards such bank or financial institution/s and the bank or financial institution/s refuses to release its charge on the SAID PREMISES until its full liability is paid, the PROMOTER shall not be liable to pay/refund any amount to the bank or financial institution/s and or ALLOTTEE/S. In such case, the deficit amount (outstanding Loan Liability less

refundable amount) shall be first paid by the ALLOTTEE/S to such bank or financial institution within 8 days of demand by the PROMOTER and thereupon the Promoter shall pay the refundable amount to the bank simultaneously where with the bank shall release its charge on the Said Premises. In case of release of charge by the bank or financial institution/s, the original of this agreement shall be returned by such bank or financial institution/s unto the Promoter directly and the ALLOTTEE/S consents to the same and no separate authorisation shall be demanded by such bank or financial institution/s. If ALLOTTEE/S fail/s to pay the deficit amount as provided above, resultant whereof the Said Premises is not released by the bank or financial institution/s and the Promoter cannot enter into third party agreement in respect of the Said Premises, the ALLOTTEE/S shall be liable to pay unto the Promoter such damages, compensation and such loss of profit as the Promoter shall claim, within 8 days of demand.

4.12. All costs and charges related to the financial assistance/loan and creation of a mortgage over the Said Premises shall be solely and exclusively borne and incurred by the ALLOTTEE/S. Notwithstanding the provisions hereof, the ALLOTTEE/S agree/s and confirm/s that until all amounts payable by the ALLOTTEE/S under this Agreement have not been paid to the Promoter, the Promoter shall have a first right of lien/charge on the Said Premises and ALLOTTEE/S agree/s and confirm/s that the ALLOTTEE/S has/have no objection and hereby waives his/her/their right to raise any objection in this regard. Where the ALLOTTEE/S has/have availed financial assistance on the security of the Said Premises, unless the Total Sales Consideration and all and several amount due and payable by the ALLOTTEE/S under and in pursuance to this agreement to the Promoter are paid in full, the Promoter's charge on the Said premises shall always be first and supersede the Bank's charge.

4.13 The ALLOTTEE/S declare/s and affirm/s that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all ALLOTTEE/S shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.

5. The specifications to be provided by the PROMOTER in the said building and the Said Premises as are set out in **Schedule E** hereto.

6. The PROMOTER shall give possession of the Said Premises in bare shell condition to the ALLOTTEE/S on or before 31/12/2029 subject to following proviso. If the PROMOTER fails or neglects to give possession of the Said Premises to the ALLOTTEE/S on account of reasons beyond their control and of

their agents by the aforesaid date then the ALLOTTEE/S shall be entitled to give a notice of 30 (Thirty) days in writing to the PROMOTER, to cure such default, failing which the ALLOTTEE/S shall be entitled, at the option of the ALLOTTEE/S, to either (a) call upon the PROMOTER by giving written notice, to pay interest as payable under RERA rules on the amounts paid by the ALLOTTEES/S towards the sale consideration for the period from the possession date till the date of actual handover of physical possession to the ALLOTTEE/S OR (b) Terminate this agreement by giving a termination notice in writing of 30 (Thirty) days on the expiry of 30 days cure period as stated hereinabove, to the promoter. Where no such notice is issued, the ALLOTTEE/S shall be deemed to have consented unto the Promoter allowing extension/grace period of six months at a time to cure the breach, unless on completion of such extended/grace period, either of the notice as referred above in this clause is addressed by the ALLOTTEE/S, the extension shall continue for next six months. On termination of this agreement, the PROMOTER shall be liable to refund to the ALLOTTEE/S, within 45 (forty five) days therefrom the amounts already received by them in respect of the Said Premises with interest (to be borne and paid by the PROMOTER) 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. On such refund of the amounts with interest therein by the PROMOTER, by cheque/pay order/Demand Draft from the PROMOTER to the ALLOTTEE/S by registered post acknowledgement due at the address given by the ALLOTTEE/S in these presents or bank transfer into the account from which the payment towards sale consideration were made to the PROMOTER, will amount to acceptance of the said refund and the refund of the amount accepted by the ALLOTTEE/S is in full satisfaction of all rights and or claims of the ALLOTTEE/S under this agreement and or in the Said Premises/Said Property and the PROMOTER shall be entitled to deal with and or dispose of the Said Premises in the manner it deems fit and proper, notwithstanding the formal cancellation deed cancelling the present agreement is awaited. The PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and any other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date, if the completion of Said Premises/Said Project is delayed on account of

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

- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/ court;
- (iii) Any delay on part of Panchayat or any other Public or Statutory Authorities in issuing or granting necessary Certificates/NOC/Permission/ License/ connections/installations/revision/renewal of plans to the Said Project under construction;
- (iv) Force-majeure causes or other reasons beyond the control of the PROMOTER;
- (v) Any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, lockdowns, epidemics or war.
- (vi) Any delay due to shortage/non-availability of construction material, shortage/scarcity/non-availability of labour, activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time;
- (vii) Any additional work in the Said premises undertaken by the PROMOTER at the instance of the ALLOTTEE/S;
- (viii) Any delay or default by the ALLOTTEE/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTER under this Agreement).

The ALLOTTEE/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession. The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER shall have sufficient time to complete the Said Project.

7.1 Procedure for taking possession.— The PROMOTER, upon obtaining the occupancy certificate by the PROMOTER from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Said Premises, to the ALLOTTEE/S in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the PROMOTER shall give possession of the Said Premises to the ALLOTTEE/S, provided all monies payable under this agreement are paid in full, the ALLOTTEE/S is/are not guilty of any violation of any provisions of this

agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

If the ALLOTTEE/S refuse to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

7.2 The ALLOTTEE/S shall take possession of the Said Premises within 15 days of the written notice from the PROMOTER to the ALLOTTEE/S intimating that the Said Premises are ready for use and occupancy.

7.3 Failure of ALLOTTEE/S to take Possession of Said Premises upon receiving a written intimation from the PROMOTER as per clause 7.1 (including in case of refusal of service or deemed service), the ALLOTTEE/S shall take possession of the Said Premises 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 Said Premises to the ALLOTTEE/S.

7.4 If within a period of five years from the date of handing over the Said Premises to the ALLOTTEE/S (Defect Liability Period) , the ALLOTTEE/S bring/s to the notice of the PROMOTER any structural defect in the Said Premises, then, wherever possible such defects shall be rectified by the PROMOTER at its own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act.

Notwithstanding anything to the contrary stated herein, the Parties hereto expressly agree and confirm that this liability to cure defects is limited to Structural Defects and shall not be applicable or extend to or be valid in respect of:

- (1) Any bought-out item/specification/manufacture including but not limited to electrical, plumbing, sanitary fittings, electrical switches etc., joinery or other fittings covered by a warranty of the manufacturer thereof; and
- (2) 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 said premises or any defects arising consequent to use of the said premises for rental activity or commercial purposes or in the event that the said premises is put to any use other than for purely residential purpose; and

- (3) Any construction/ addition/ alteration/modification in or to the Said Premises installed or carried out by the ALLOTTEE/S or his/her/their agents after the Promoter has handed over possession of the Said Premises or during the furnishing or interior decoration thereof; and
- (4) Hairline cracks in plaster or wall finishes, as these shall not constitute Structural Defects.

For the purpose of this clause, hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc., colour/size variations in any bathroom/kitchen fittings or accessories shall not be considered as Structural Defects.

7.5 In the event of a dispute between the Parties as to whether a particular issue constitutes Structural Defects which the Promoter is liable to remedy under this Agreement and RERA, the Promoter shall seek an opinion ("Expert Opinion") from an independent engineer (as defined in RERA) of repute ("Expert") on the same, and the Parties acknowledge and agree that the Expert's finding as set out in the Expert Opinion shall be conclusively binding on them. The ALLOTTEE/S shall be entitled to appoint the said Expert, if the Promoter fails to do so within 30 (thirty) days of receipt of a written request from the ALLOTTEE/S requesting such appointment. In the event that the Expert has concluded that the particular issue does not constitute a Structural Defects, the ALLOTTEE/S shall be solely liable to bear the cost/fees relating to the appointment of the Expert.

8. The ALLOTTEE/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it is approved. The ALLOTTEE/S shall use the parking space, only for purpose of parking the vehicle.

9. The ALLOTTEE/S along with other ALLOTTEE/S of premises in the complex shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE/S, so as to enable the PROMOTER to register the common organisation of ALLOTTEE/S.

As the Society to be formed shall be maintenance society, the PROMOTER shall, transfer the title of the Said Premises along with undivided proportionate share in the SAID PROPERTY corresponding to the Said Premises

by executing Sale Deed in favour of the ALLOTTEE/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate. In case the ALLOTTEE/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 1,00,000/-, shall be paid to the PROMOTER as administrative charges for third party transfer. Administrative Charges payable to the PROMOTER in case of gratuitous transfer shall be Rs. 1,00,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the ALLOTTEE/S. For the purposes of this Agreement, transfer shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Said Premises or any part thereof; and/or (ii) the benefit of this Agreement and/or (c) in case the ALLOTTEE/S is a company or in case the ALLOTTEE/S is a partnership firm or limited liability partnership, directly or indirectly, the change in (i) control and/or management and/or (ii) shareholding constituting more than 50% of the voting rights and/or economic interest.

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 Said Premises until all the dues payable by the ALLOTTEE/S to the PROMOTER under this Agreement are fully paid up and only if the ALLOTTEE/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE/S has/have intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER for such transfer, assign or part with the interest etc. Any third-party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTER unto the ALLOTTEE/S, without the consent of the PROMOTER shall be invalid and void ab-initio.

No objection shall be taken by the ALLOTTEE/S 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/S that the Said Premises is ready for use and occupancy, the ALLOTTEE/S, irrespective of whether the ALLOTTEE/S has/have taken

possession or not, shall be liable to bear and pay the proportionate of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

9.2. It is made clear that in respect of the premises remaining unsold in the Said Project, whether during the period of maintenance of the Said Project by the PROMOTER or at any time after the expiry of maintenance contract, the PROMOTER shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER shall not be required to contribute towards annual maintenance of the said project corresponding to the unsold premises.

It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEE/S shall be regarded as the default on the part of the ALLOTTEE/S and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The ALLOTTEE/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTER whichever is earlier, pay to the PROMOTER, the following amounts: -

- (i) Rs. 1000/- for share money, application entrance fee of the Society;
- (ii) Rs. 25,000/- for formation and registration of the Society or as per actuals whichever is more;
- (iii) Such sum as payable towards Water, Electricity, and other utility and services connection charges (at actual);
- (iv) Such sum as payable towards electrical receiving, transformer and Sub-Station and its installations (at actual);
- (v) Such sum as charged as legal charges + GST, if any, for drafting and registration of the Sale Deed;
- (vi) Such sum as payable towards infrastructure Tax on Said Premises (at actual);
- (vii) Such sum as payable towards cess proportionate to the Said Premises (at actual);
- (viii) Such amount as payable towards Stamp Duty and Registration Charges, as per the rate as prevailing at the time of registration.

11. Any amount remaining unspent, if any, from heads mentioned under clause 10 shall be considered as clerical and administrative charges of the PROMOTER and shall not be refunded. The ALLOTTEE/S shall not demand and

the PROMOTER shall not be required to furnish any accounts to the ALLOTTEE/S for the amount so spent. At the time of registration of sale deed, the ALLOTTEE/S shall pay to the PROMOTER, the ALLOTTEE/S share of stamp duty and registration charges payable.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER and LAND OWNER hereby represents and warrants to the ALLOTTEE/S as follows: –

- i. The LAND OWNER as on date have clear and marketable title to the SAID PROPERTY as declared in the title report and the PROMOTER have the requisite rights to carry out development upon the SAID PROPERTY and also have actual, physical and legal possession of the SAID PROPERTY for the implementation of the Project;
- ii. The PROMOTER as on date have lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROPERTY and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no known encumbrances upon the SAID PROPERTY or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the SAID PROPERTY or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROPERTY and SAID PREMISES 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 Said Project, SAID PROPERTY and Said Premises shall be obtained by following due process of law and the PROMOTER have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, SAID PROPERTY, Said Premises and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and have 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 PROMOTER and LAND OWNER have 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 SAID PROPERTY, including the Project and the Said Premises which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement but the PROMOTER are free to enter into any contract with third party to develop the SAID PROPERTY or any part thereof and no permission of the ALLOTTEE/S shall be required;

- viii. The PROMOTER confirms that the PROMOTER as on date is not restricted in any manner whatsoever from selling the Said Premises to the ALLOTTEE/S in the manner contemplated in this Agreement;
- ix. The PROMOTER has duly paid and up to the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities and the ALLOTTEE/S undertakes to reimburse the PROMOTER towards such amount so paid, proportionate to the super built up area of the Said Premises;
- 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 project land) has been received or served upon the PROMOTER in respect of the SAID PROPERTY and/or the Project as on date.

13. OBLIGATIONS OF THE ALLOTTEE/S

13.1 The ALLOTTEE/S has/have been made aware of the layout and scheme of development relating to the Said Project prior to the execution of this Agreement and purchase of the Said Premises. Till the entire scheme of development is completed i.e. the Said Project, the ALLOTTEE/S shall not interfere in any manner in any work of development or construction with respect to the Said Premises and/or Said Project and the Promoter alone shall have full control, absolute authority and say over all areas within the Said Project including the Common Amenities Areas and the ALLOTTEE/S shall not raise any claim/ dispute on grounds of inconvenience, nuisance or otherwise in respect of the same.

13.2. The ALLOTTEE/S agree/s and confirm/s that images, pictures, colours, furniture shown or contained in marketing collateral, if any, are indicative only and shall not be included as part of the Said Premises. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or the ALLOTTEE/S from or by virtue of receipt of any such of marketing material. Save and except the items, specifications, facilities and amenities specifically mentioned in this Agreement, the Promoter shall not be liable to provide any other items, specifications, facilities and amenities to the ALLOTTEE/S and the Promoter shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be

suffered and/or incurred by any person and/or ALLOTTEE/S on account of such non-provision.

13.3 The ALLOTTEE/S if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and to provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The ALLOTTEE/S understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with applicable guidelines issued by the Reserve Bank of India then he/she shall liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility in this regard. Whenever there is any change in the residential status of the ALLOTTEE/S subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE/S to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the ALLOTTEE/S and such party shall not have any right in the application/allotment/sale of the Said Premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the ALLOTTEE/S only.

13.4 The ALLOTTEE/S acknowledge/s that the Promoter is the author of and first owner of all the architectural drawings and designs ("Design Works") relating to the Said Premises. The ALLOTTEE/S undertake/s that it shall not sale or let for hire, or offer for sale or hire, or exhibits in public for trade or import or otherwise commercially exploit the Design Works, without the prior written consent of the Promoter. The ALLOTTEE/S agree/s to indemnify the Promoter from and against all claims, actions, suits, proceedings, dues including any outstanding government or statutory dues, demands, disputes, losses, damages, costs and expenses that may arise in the event of breach or default of the provisions of this Clause by the ALLOTTEE/S.

14. The ALLOTTEE/S with intention to bind himself/ herself/themselves and or bring all persons into whosoever hands the Said Premises may come, hereby covenants with the PROMOTER as follows: –

- i. To maintain the Said Premises at the ALLOTTEE/S own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything to the Said Premises and or to the project in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said Premises any part thereof without the consent of the local authorities, if required;
- ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or 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 common road or any other structure of the project, including entrances of the project and in case any damage is caused on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach;
- iii. To carry out at ALLOTTEE/S own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it shall be delivered by the PROMOTER to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the project in which the Said Premises is situated or the Said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/S committing any act in 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 Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Premises without the prior written permission of the PROMOTER and/or the Society;

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the Said Project in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the said land and or Said Project;
- vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, share of security deposit and other amounts as demanded by the PROMOTER, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said Premises is situated;
- viii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Premises by the ALLOTTEE/S to any purposes other than for purpose for which it is sold or to pay water tanker charges proportionate to the SAID PREMISES where the water is supplied via Water Tankers due to non-availability of water;
- ix. The ALLOTTEE/S along with other purchasers of Premises in the said project shall join in forming and registering the Society to be known by name "THE SOW HOUSING CO-OPERATIVE MAINTENANCE SOCIETY LTD." or such other 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 the registration of the Society 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/S, so as to enable the PROMOTER to register the common organisation of ALLOTTEE/S. No objection shall be taken by the ALLOTTEE/S if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;
- x. The ALLOTTEE/S shall observe and perform all the rules and regulations which the Society 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 Project and the Said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of

Government and other public bodies. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement and in any case within 15 days of demand.

Notwithstanding what has been agreed in this instrument, till 3 years from the date of first or last (at the absolute option of the PROMOTER) Occupancy Certificate of the Said Project, the Said Project shall be maintained by the PROMOTER. The purchasers of various premises in the Said Project shall contribute and pay at the time of execution of the Sale Deed, the lumpsum amount as shall be determined and demanded by the PROMOTER, being maintenance charges for said period of three years.

Any monies remaining unspent with the PROMOTER, till handing over of the maintenance charge to the Society, shall be considered as administrative charges of the PROMOTER and the PROMOTER shall not be required to return the same to the ALLOTTEE/S and or transfer the same to the society as may be formed. The PROMOTER shall also not be required to furnish any accounts as regards the maintenance cost and expense incurred by the PROMOTER.

- xi. The ALLOTTEE/S shall permit the PROMOTER and or SOCIETY and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the SAID PREMISES or any part thereof to view and examine the state and condition thereof and or to inspect and examine the cause of any damage complained off or anticipated and the ALLOTTEE/S shall abide by, at his/her/their cost and expense, the directions/requisitions made by the PROMOTER and or SOCIETY and its surveyors towards the upkeep and or maintenance and or repair of the said premises such that the damage caused or anticipated can be cured and or rectified;
- xii. The ALLOTTEE/S shall not be entitled to partition his/her/their share from the SAID PROPERTY;
- xiii. The ALLOTTEE/S shall not claim any right of pre-emption or any other right in respect of the other premises in the Said Project or undivided right in the SAID PROPERTY;
- xiv. The ALLOTTEE/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES and the facade of the building in the same forms the PROMOTER constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER and local /statutory authority;

- xv. The ALLOTTEE/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER;
- xvi. The ALLOTTEE/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space;
- xvii. The ALLOTTEE/S agree/s to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/SOCIETY;
- xviii. The ALLOTTEE/S shall agree to not make any changes to the landscaping work, if any, for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER/SOCIETY;
- xix. The ALLOTTEE/S shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind;
- xx. The Said Project may be completed in Phased manner and the ALLOTTEE/S shall not create any obstruction to the PROMOTER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unused FAR/increased FAR;
- xxi. No Pets to be allowed in the common areas without leash and No feeding to pigeons or stray animals in and around the Said Premises and or Said Project;
- xxii. The ALLOTTEE/S shall co-operate in maintaining the ambiance and appearance of the Said Project internally and externally in harmony and therefore shall not make any alterations involving existing wall demolition, adding of extra electrical points, addition of plumbing lines, window/balcony grills, door gates, etc;
- xxiii. Since each internal wall has been executed keeping in mind the proper load calculations, any minute alterations, additions, or improvements of what so ever nature must be done only after taking prior written permission from the PROMOTER. The PROMOTER will then guide the Purchaser through proper consultation from his Architect and Civil Engineer. Every modification to the unit, both internal and external, that the owner intends to make will need the PROMOTER's written or email approval. To acquire written authorisation for the adjustments, the owner must provide specifics

along with drawings of the work to be done and wait for written permission from PROMOTER before initiating any such work;

- xxiv. It is hereby firmly required that the external elevations be diligently maintained to ensure the absolute protection and preservation of the façade's integrity. Strict adherence to the existing paint shade is obligatory; under no circumstances should there be any alteration in the colour or application of new paint. The designated areas subjected to this stringent regulation encompass the Front and back façade, External Walls, Open balconies, Lobby area, Passages, and the immediate vicinity outside the main door. Non-compliance with these express conditions will be subject to the appropriate legal ramifications as provisioned within the agreed terms and conditions;
- xxv. The exterior design and elevations of the premises have been meticulously defined. Any modifications, regardless of their scale or perceived insignificance, are simply prohibited. This includes not only minor or superficial changes but also any external additions or enhancements such as awnings, overhangs, canopies, or other similar structures. Such prohibitions are in place to maintain the structural and aesthetic integrity of the project. Non-compliance with these conditions may lead to legal consequences or penalties;
- xxvi. No modifications, temporary or permanent, are allowed to the existing structure, especially the open balcony. For units with children, a transparent acrylic safety barrier, not exceeding 1.5 meters in height, may be internally temporarily installed on the balcony. The acrylic sheet should be removed once the child is of understanding age. Structures made from M.S. with G.I. sheets or similar are strictly prohibited. The installation of box-type grills, characterised by their enclosed, cage-like design with metal bars in a rectangular pattern, on any balcony is strictly prohibited; The ALLOTTEE/S can also use the transparent stainless steel wire rope;
- xxvii. The unauthorised occupation, alteration, or construction on terraces, balconies, entrance lobbies, open areas, and car porches is unequivocally forbidden. This restriction applies with equal force to both permanent and temporary structures, with no exceptions, even those comprised of mild steel (MS) fabrication. All parties are to strictly adhere to these terms without deviation. Any violation of this stipulation will be viewed as a serious breach of the agreement, leading to potential legal ramifications. It is of paramount importance that the sanctity and original purpose of these spaces be preserved and respected at all times;
- xxviii. Should there be any intention to install a safety door, it is strictly mandated that it be affixed to the wooden frame of the primary door exclusively. Prior

to any such installation, it is imperative to obtain both a detailed design and a written No Objection Certificate (NOC) from the PROMOTER. Any deviation from this procedure will be considered a breach of this agreement;

- xxix. Air conditioning units, both internal and external, must be installed in accordance with the directions and specifications given by the manufacturer and PROMOTER. All essential piping and drainage should be moved from the interior to the external unit through ducting that has previously been installed for the purpose. No water from the Air Conditioner should drip on the external walls of the premises;
- xxx. Parking Space shall be utilised exclusively for their intended purpose as stipulated in this Agreement of Sale. It's imperative to ensure that these areas are not used for any other activity or purpose outside of their specified and permitted use, in order to maintain the integrity and functionality of the designated areas, as well as to remain compliant with the terms set forth in this agreement. Non-compliance may lead to actions or remedies as provided in this agreement;
- xxxi. Should the ALLOTTEE/S choose to lease/rent his/her/their premises, it is mandatory to provide a prior written intimation to the PROMOTER or the Maintenance Society. Following this, a No Objection Certificate (NOC) will be issued as an acknowledgment. It is crucial to understand that the NOC is merely an intimation procedure and does not constitute or imply permission;
- xxxii. The ALLOTTEE/S is/are strictly prohibited from engaging in or permitting any actions that would compromise hygiene or cleanliness within the project area. Further, under no circumstances should the ALLOTTEE/S or any associated personnel discard garbage or waste in or around the vicinity of the project. Any violations of this provision will be taken seriously and may lead to appropriate legal action;
- xxxiii. It is hereby mandated that the ALLOTTEE/S must not, under any circumstance, permit any individual or workers to engage in renovation or maintenance activities on the premises without providing prior notification to the PROMOTER and submitting necessary identification documents no less than 24 hours in advance. These identification papers along with the police verification report must be directly presented to the office in person or by email to the PROMOTER or Maintenance Society. Workers will only be authorised to commence work upon issuance of a designated permit card. For the purpose of identification, only a valid photo ID issued by Government will be accepted. It is strictly stipulated that any work within the premises can only be conducted between the hours of 08:30 am and

06:00 pm. Any breach of these stipulations may result in punitive actions.

No workers shall work or stay overnight in the premises;

- xxxiv. The ALLOTTEE/S is hereby mandated to diligently and promptly remove and dispose of any and all unwanted material, packaging, garbage, construction debris, or any other unwanted items from the premises. This disposal must be in strict accordance with the Panchayat guidelines. Any failure to comply with this directive will not be tolerated, as it is imperative to maintain the cleanliness and integrity of the project, its surrounding areas, lobbies, and all common spaces;
- xxxv. Signage installation on the façade is strictly prohibited in any area other than the specific location as allocated by the PROMOTER. Any deviation from the prescribed location will be considered a breach of this Understanding. Unauthorised placement of signage may lead to legal actions and potential removal at the violator's expense. Adherence to these stipulations is mandatory for all parties involved;
- xxxvi. The ALLOTTEE/S unequivocally assumes full and complete responsibility for any and all damages, whether internal or external to the project, arising from alterations or during the transportation and movement of labourers and materials. Furthermore, the ALLOTTEE/S is/are bound to bear all associated costs for the repair or replacement necessitated by such damages. Any failure to do so will be considered a breach of this Understanding;
- xxxvii. In strict accordance with this Understanding: The bathrooms within the specified premises are explicitly off-limits for labourer use, and the ALLOTTEE/s shall provide a designated common bathroom facility within the project for their convenience. Any alterations, including the shifting or rearranging of sanitary and bath fittings, as well as any internal or external plumbing lines within the unit, are strictly prohibited;
- xxxviii) If the ALLOTTEE/S lets out his/her/their premises on lease or on leave and licence, then the ALLOTTEE/S undertake/s that, the same shall be occupied by not more than 10 (Ten individuals). And if the same is found to be occupied by more individuals than mentioned above, then a sum of Rs. 10,000/- per person per day will have to be paid to the SOCIETY by the ALLOTTEE/S and or his/her/their tenant and in addition thereto the PROMOTER and or the SOCIETY shall be entitled to restrain the entry of all the individuals occupying such premises as also shall be entitled to file police complaint against all such individuals occupying such premises including against the ALLOTTEE/S and all such individuals including the ALLOTTEE/S shall be guilty of criminal acts of trespass.

xxxix. The name of the said project shall be "RAINTREE - The Sounds of the Waves" and that of the Society that shall be formed shall be named The SOW Housing Co-operative Maintenance Society Ltd." at all times which the ALLOTTEE/S agree/s not to change individually or in association with the owners of the other premises in the said project;

xl. Notwithstanding the above, the ALLOTTEE/S individually and or through Society of the Said Project, shall have no power to restrict the use of the premises for the purpose approved;

15. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE/S as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, 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 nor shall be construed as a grant, demise or assignment in law, of the Said Premises or of the Said Project or any part thereof. The ALLOTTEE/S shall have no claim save and except in respect of the Said Premises along with the proportionate indivisible share hereby agreed to be sold to him/her/them. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTER until sold/allotted.

The ALLOTTEE/S and or any person claiming on his/her/their behalf shall not enter the SAID PROPERTY for inspection of the Said Premises, without the written consent of the PROMOTER. At all times while inside the under-construction project, the ALLOTTEE/S shall wear the safety helmet. Notwithstanding that the ALLOTTEE/S might have entered the under construction site with the permission of the PROMOTER, the ALLOTTEE/S shall be solely responsible and accountable for any accident or damage or injury to property and or to the ALLOTTEE/S and or person of the ALLOTTEE/S and or any person entering on his/her/their behalf or to the property or person of the PROMOTER due to any acts of the ALLOTTEE/S or person acting on behalf of the ALLOTTEE/S while on inspection/visit and in no case and or no circumstances, the PROMOTER shall be responsible or accountable or answerable for any accident or mishap or unfortunate event taking place at the construction site.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the PROMOTER executes this Agreement, it shall not mortgage or create a charge on the Said Premises 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/S who has taken or agreed to take Said Premises.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/S by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE/S until, firstly, the ALLOTTEE/S 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/S and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER. If the ALLOTTEE/S fail/s to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S 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/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever but after deducting 10% of the amount paid towards breach.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises, 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 ON PROSPECTIVE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 ALLOTTEE/S of the Said premises, in case of a transfer, as the said obligations go along with the Said premises 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/S has/have to make any payment, in common with other ALLOTTEE/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTER on the super built-up area of the said premises and borne by the ALLOTTEE/S accordingly.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorised signatory at the PROMOTER's Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE/S, after the Agreement is duly executed by the ALLOTTEE/S 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/S and/or PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

27. That all notices to be served on the ALLOTTEE/S and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the PROMOTER by Registered Post A.D and notified

Email ID/Under Certificate of Posting at their respective addresses specified below: –

Name of ALLOTTEE/S

(ALLOTTEE/S's Address): _____

Notified Email ID: _____

Name of PROMOTER

“RAINTREE ROOFS”,

office at Shop No. 1, House No. 2266, near Gofur Manzil, Bepquegal, Curchorem, Goa – 403 706

Notified E-mail address: info@raintreeroofs.com

It shall be the duty of the ALLOTTEE/S 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/S, as the case may be.

28. JOINT ALLOTTEE/S

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement and sale deed shall be borne by the ALLOTTEE/S.

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

31. GOVERNING LAW

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

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

SCHEDULE –A
(OF THE SAID PROPERTY)
(PROPERTY NO. 1)

All that Plot Nos. A and B of the property Dodugueachy Fatrady situated at Fatrade, within the jurisdiction of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South Goa and State of Goa, described in the Land Registration Office of Salcete under No. 3326 at pages 72 reverse of Book B No. 9 of new series, not enrolled in the Taluka Revenue office of Salcete but entirely surveyed independently in the Record of Rights survey holding bearing Survey No. 166/12-A of Varca Village and bounded jointly as follows: -

- On the East: - By property surveyed under No. 166/12 belonging to Mrs. Sieglinda Mac,
- On the West: - By the property surveyed under Survey No. 166/24 and public road,
- On the North: - By the property surveyed under Survey No. 166/24 of Varca Village and
- On the South: - By 6 meters wide reserved access road.

The area of Plot A and Plot B as Survey No. 166/12-A is 5550 square meters as per survey records.

SCHEDULE –B
(PROPERTY NO. 2)

All that part of the property denominated DACLEM VOUSURA situated within the limits of Village Panchayat of Varca Taluka and Sub District of Salcete, District of South Goa, State of Goa described in the Land Registration Office of Salcete under No. 18153 at pages 151 of Book No. B. 46 new series, enrolled in the Land Registration Office under Matriz No. 1395 of Salcete, surveyed under Survey No. 166/24-A-1 of Village Varca in Salcete Taluka and bounded as follows: -

- On the East: - By property surveyed under No. 167/12 of Village Varca in Salcete Taluka,
- On the West: - By road beyond which lies the water drain,
- On the North: - By remaining property of Vendors surveyed under No. 166/24 of Village Varca in Salcete Taluka and

On the South: - By property surveyed under Nos. 166/12, 167/1 and 167/12 of Village Varca in Salcete Taluka and by road.

The area of Plot bearing Survey No. 166/24-A-1 is 565 square meters as per survey records.

SCHEDULE C

(OF THE SAID PREMISES HEREBY AGREED TO BE ALLOTTED)

ALL THAT Villa No. ____ admeasuring _____ Sq. metres of Carpet Area, located in the complex known as "RAINTREE-Sounds of the Waves" under construction in the SAID PROPERTY described in Schedule A and B above and is bounded as under:

On the East : by _____;
 On the West : by _____;
 On the North : by _____;
 On the South : by _____.

The SAID PREMISES is better identified in the PLAN annexed hereto.

SCHEDULE C1

(AREA STATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Built up area : _____ Sq. meters;
 Carpet Area : _____ Sq. meters;
 Open Terrace : _____ Sq. Meters.

Notwithstanding that the details of carpet area, built up area is mentioned in this agreement, the same is mentioned only for understanding the differential area, however, the sale consideration has been determined corresponding to the Carpet Area only.

SCHEDULE D

(PAYMENT SCHEDULE)

The ALLOTTTEE/S shall make the payment to the PROMOTER as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of booking/ executing this agreement	10%
ii)	On completion of Foundation or within three months of execution of this agreement, whichever is earlier	20%
iii)	On completion of Plinth or within Nine months of execution of this agreement,	

	whichever is earlier	20%
iv)	On completion of First Slab or within twelve months of execution of this agreement, whichever is earlier	10%
v)	On completion of Second Slab or within eighteen months of execution of this agreement, whichever is earlier	10%
vi)	On completion of Third Slab or within Twenty-four months of execution of this agreement, whichever is earlier	10%
vii)	On completion of Masonry	10%
viii)	On completion of Plastering	5%
ix)	On Possession or within 15 days of Occupancy Certificate, whichever is earlier	5%
	TOTAL	100%

Rs. _____/-

NOTE: 1. GST as applicable shall be paid separately along with each instalment.

SCHEDULE "E"

(BUILDING SPECIFICATIONS)

(PROJECT SPECIFICATION)

1. **STRUCTURE**: RCC framed structure of Columns, Beams, Slabs as per design approved and confirmed by the Town & Country Planning Department and the Village Panchayat. The Internal and External partition walls will be Cement Blocks/Bricks/Laterite stone/Light weight blocks masonry.
2. **PLASTER**: External Plaster will be double coat sand faced water proofed cement plaster. Internal plaster will be single coat with second coat of water proof wall putty.
3. **FLOORING**: The flooring will be of vitrified tiles/PGVT or equivalent of size 60cm x 120cm or any Premium size of this Quality made of brand Nitco/Kajaria/Simpolo or equivalent. Toilet dado will be of ceiling height and toilet flooring will have anti-skid vitrified tiles of premium quality and size.
4. **DOORS AND WINDOWS**: All door frames will be of Teak wood. Main door will have thicker frame with wider opening as specified by the architect. Main door shutter will be of teak wood and internal door shutter will be of flush door or equivalent with readymade premium quality veneer/laminate. French doors, Window with openable shutters will be of UPVC/Premium quality Aluminium.

Windows will have mosquito nets. Main door will have a digital lock with passcode entry and video door bell.

5. **KITCHEN:** The modular kitchen concept will consist of counter top and storage areas below the counter. The cooking platform will be of 60cm width with granite or equivalent top. The platform will have a stainless-steel sink of premium brand with double bowl and drain board. Tap will be of hot and cold mixer with spout of premium Jaquar brand or equivalent. Dado will be of 60 cm height. Kitchen will have provision for exhaust for hob.
6. **INTERNAL DÉCOR:** The internal walls will be painted with primer of JSW paints or equivalent followed with two coats of high-quality Plastic emulsion paint of JSW paints or equivalent company.
7. **EXTERNAL DÉCOR:** The external walls will be painted with cement-based water proof primer of JSW paints or equivalent followed with two coats of Exterior weather proof coat of JSW paints or equivalent
8. **WATER TANKS:** An individual underground RCC or other material Storage tank with electric pump and overhead RCC water tank will be provided with auto filling system.
9. **PLUMBING:** Soil, Waste and Water pipes will be partially concealed. The Sanitary installations will be in accordance with Panchayat and Health Specifications. Plumbing pipes will be of CPVC/UPVC/PVC from Finolex brand or equivalent. Pressure pump may be provided for additional water pressure if required. There will be provision for solar heater.
10. **BATHROOM:** The Bathroom will be provided with one overhead RAIN shower with spout, having operation with diverter for hot and cold, Wall hung WC with ledge wall having dual flush valve. Wash basin will be provided with granite counter having hot and cold-water mixer. Sanitary fittings will be of premium Jaquar or equivalent brand.
11. **ELECTRICAL:** The electrical wiring will be concealed and will be of Finolex brand or equivalent. Electrical switches will be provided as per the electrical drawing given by the architect and will be of premium le grand brand or equivalent. Inverter provision will be made for the Villas.

12. **GENERAL:** Each individual villa will have private swimming pool as per the design of the Architect. Each villa will have a landscape area as per design. Each villa will be provided with provision/wiring for Wi-Fi and CCTV and Home Automation. All areas with water proofing will have warranty as per company.

The Project in general will have Club house with amenities for Indoor Games, Gym, Party Hall, Garden, Children play area and separate gathering area for adults, jogging track, and whole area will be landscaped and lighting done as per design. All the villas will have a combined Sewage Treatment Plant (STP) as per the approval of the concerned department. The architect will be consulted for quality, specifications and brands, etc.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.