

1.g. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S authorizes the PROMOTER/ VENDOR CUM DEVELOPER to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the PROMOTER/ VENDOR CUM DEVELOPER may in its sole discretion deem fit and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertake/s not to object/demand/direct the PROMOTER/ VENDOR CUM DEVELOPER to adjust his payments in any manner.

2.1 The PROMOTER/ VENDOR CUM DEVELOPER 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 authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the SAID PREMISES.

2.2. Time is of essence for the PROMOTER/ VENDOR CUM DEVELOPER as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTER/ VENDOR CUM DEVELOPER, subject to clause 8 contained hereinlater, shall abide by the time schedule for completing the project and handing over the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement.

3. The PROMOTER/ VENDOR CUM DEVELOPER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PROPERTY is 345.60 square meters only and PROMOTER has planned to utilize FAR of 345.00. The PROMOTER has disclosed the FAR

of 345.00 as proposed to be utilized by him on the SAID PROPERTY in the Said Project and PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has agreed to purchase the SAID PREMISES based on the proposed construction and sale of SAID PREMISES to be carried out by the PROMOTER/ VENDOR CUM DEVELOPER by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER/ VENDOR CUM DEVELOPER only. Further, if before the completion of the sale deeds of all the premises in the SAID PROJECT, if the FAR of the SAID PROPERTY increases, the same shall be for the benefit of the PROMOTER/ VENDOR CUM DEVELOPER and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTER/ VENDOR CUM DEVELOPER, at his absolute discretion, without the requirement of any consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S can transfer the Development Rights (of unused FAR) to any other property owed by him.

4. The PROMOTER/ VENDOR CUM DEVELOPER shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall create any obstruction to the PROMOTER/ VENDOR CUM DEVELOPER from executing such additional construction to utilise the unused FAR of the SAID PROPERTY. As the unused FAR and or future increased FAR shall belong to the PROMOTER/ VENDOR CUM DEVELOPER exclusively, the PROMOTER/ VENDOR CUM DEVELOPER can have such unused or future FAR, transferred or credited to any of his other project in the State of Goa and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be ever required to be obtained.

5. The PROMOTER/ VENDOR CUM DEVELOPER hereby agrees that he shall assist the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to form a corporate body of the various occupiers of the

premises in the said project to be constructed on the said property (hereinafter referred to as "the Society") within twelve months of obtaining Occupancy Certificate in respect of the said project provided the requisite minimum number of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having signed the requisite papers for submission of application of registration of society.

6.1. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agrees to pay to the PROMOTER/ VENDOR CUM DEVELOPER interest at 15% per cent per annum for delayed payments on all the amounts which become due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER.

6.2. Without prejudice to right of PROMOTER/ VENDOR CUM DEVELOPER to charge the interest in terms of sub clause (1) above, on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing default in payment on due date of any amount due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTER/ VENDOR CUM DEVELOPER shall be entitled at his own option, to terminate this Agreement:

6.3. **Provided** that, PROMOTER/ VENDOR CUM DEVELOPER shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms

and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTER/ VENDOR CUM DEVELOPER 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/ VENDOR CUM DEVELOPER shall be at liberty to dispose of and sell the SAID PREMISES to such person and at such price as the PROMOTER/ VENDOR CUM DEVELOPER may in his absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses 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.

6.4. **Provided further** that upon termination of this Agreement as aforesaid, the PROMOTER/ VENDOR CUM DEVELOPER shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER/ VENDOR CUM DEVELOPER) within a period of six months of the termination, the instalments of sale price of the SAID PREMISES which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER but the PROMOTER/ VENDOR CUM DEVELOPER shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTER/ VENDOR CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/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 or proportionate share in the land.

6.5. Provided further, that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential amount to the PROMOTER/ VENDOR CUM DEVELOPER within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTER/ VENDOR CUM DEVELOPER shall make best endeavour to give possession of the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S by 31.12.2020. If the PROMOTER/ VENDOR CUM DEVELOPER fails or neglects to give possession of the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTER/ VENDOR CUM DEVELOPER shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the SAID PREMISES with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTER/ VENDOR CUM DEVELOPER received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTER/ VENDOR CUM DEVELOPER shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and 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.

8. **Provided** that the PROMOTER/ VENDOR CUM DEVELOPER shall be entitled to reasonable extension of time for giving delivery of SAID PREMISES on the aforesaid date and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not exercise the option provided in preceding clause 7, if the completion of Said Project in which the SAID PREMISES is to be situated is delayed on account of -

1. War, Civil Commotion or Act of God.
2. Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the PROMOTER/ VENDOR CUM DEVELOPER from carrying out the work of Development and construction over the SAID PROJECT.
3. Any delay on part of Village Panchayat/PDA/TCP or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTER/ VENDOR CUM DEVELOPER over the Said Project.
4. Force-majeure causes or other reasons beyond the control of the PROMOTER/ VENDOR CUM DEVELOPER.
5. 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, epidemics or war.
6. any delay due to 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 s 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.
7. Any additional work in the Said premises undertaken by the PROMOTER/ VENDOR CUM DEVELOPER at the instance of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.
8. Any delay or default by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTER/ VENDOR CUM DEVELOPER under this Agreement).

8.1. The ALLOTTEE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession.

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER/ VENDOR CUM DEVELOPER shall have sufficient time to complete the Said Project.

9.1. **Procedure for taking possession** - The PROMOTER/ VENDOR CUM DEVELOPER, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTER/VENDOR CUM DEVELOPER shall give possession of the Said Premises to the ALLOTTEE/S/PURCHASER/S, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is not guilty of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree(s) to pay the maintenance charges as determined by the PROMOTER/ VENDOR CUM DEVELOPER as determined hereunder:

Maintenance charges for One year:

Residential premises : Rs./-

Commercial premises : Rs./-

The period of One year commence from the date of Occupancy Certificate, irrespective of the date of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having taken possession. Any monies, collected towards maintenance of the Said Project, remaining unspent at the end of the One year from the date of occupancy certificate shall be considered as compensation of the PROMOTER/ VENDOR CUM

DEVELOPER to maintain the said project and no monies shall be refunded to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or to the Said Society.

The PROMOTER/ VENDOR CUM DEVELOPER on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in writing within 15 days of receiving the occupancy certificate of the Project. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses 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.

9.2. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to take possession within the time upon receiving a written intimation from the PROMOTER/ VENDOR CUM DEVELOPER as per clause 9.1 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the SAID Project and the Building thereon.

9.3. Unless the defect is attributable to the acts of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other allottee/s in their respective premises, if within a period of one year from the date of handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S brings to the notice of the PROMOTER/ VENDOR CUM DEVELOPER any structural defect in the Said Premises (Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls peeling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to

washing of the floor or walls by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be considered as defect/s), then, wherever possible such defects shall be rectified by the PROMOTER/ VENDOR CUM DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to receive from the PROMOTER/ VENDOR CUM DEVELOPER compensation for such defect or change.

10. The compensation payable under clause 9.3 above, shall be 1% of the sale price of the said premises as on date or the actual cost of repairs, whichever is less.

11. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose of only. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the parking space only for purpose parking the vehicle.

12. As the Society to be formed shall be maintenance society, the PROMOTER/ VENDOR CUM DEVELOPER shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Property (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTER/ VENDOR CUM DEVELOPER) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion of the said project. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTER/ VENDOR CUM DEVELOPER as administrative charges for third party

transfer. Administrative Charges payable to the PROMOTER/ VENDOR CUM DEVELOPER in case of gratuitous transfer shall be Rs. 20,000/- . All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Within 15 days after notice in writing is given by the PROMOTER/ VENDOR CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said premises is ready for use and occupation or at the time of taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the super built up area of the Said premises) of outgoings in respect of the said property and said premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers, cost of electricity transformer and its installation, sewage line and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTER/ VENDOR CUM DEVELOPER, such proportionate share of outgoings as may be determined. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S further agrees that till the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S share is so determined, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTER/ VENDOR CUM DEVELOPER yearly contribution as provided in clause 9.1 above towards the maintenance. Further, PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay unto the PROMOTER/ VENDOR CUM DEVELOPER within 15 days of the notice of completion or at the time of taking of possession, whichever is earlier, such sum as mentioned herein below in clause 14.

The amounts so paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER, shall not carry any interest but any non-payment or default in payment of outgoings on time by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be regarded as the default on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall entitle the PROMOTER/ VENDOR CUM DEVELOPER to charge interest @ 14% p.a. on the dues.

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

- (i) Rs./- for share money, application entrance fee of the Society;
- (ii) Rs./- towards legal fees for drafting of Sale Deed;
- (iii) Rs./- for proportionate share of taxes and other charges/levies in respect of the Society;
- (iv) Rs./- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of residential premises while Rs./- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of commercial premises;
- (v) Rs. or Rs./- towards amount mentioned in clause 9.1 above.
- (vi) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vii) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTER/ VENDOR CUM DEVELOPER hereby represents and warrants to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

- i. The PROMOTER/ VENDOR CUM DEVELOPER as on date has Clear and marketable title with respect to the said part of the property; as declared in the title report and the PROMOTER has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said part of the property for the implementation of the Project;
- ii. The PROMOTER/ VENDOR CUM DEVELOPER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no known encumbrances upon the said part of the 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 Project, 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/ VENDOR CUM DEVELOPER has 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/ VENDOR CUM DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the

PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

- vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the Said Premises which will, in any manner, affect the rights of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under this Agreement but the PROMOTER/ VENDOR CUM DEVELOPER is free to enter into any contract with third party to develop the said property or any part thereof and no permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required;
- viii. The PROMOTER/ VENDOR CUM DEVELOPER confirms that the PROMOTER/ VENDOR CUM DEVELOPER as on date is not restricted in any manner whatsoever from selling the said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in the manner contemplated in this Agreement;
- ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has duly paid and upto 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertakes to reimburse the PROMOTER/ VENDOR CUM DEVELOPER 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 said plot) has been received or served upon the PROMOTER/ VENDOR CUM

DEVELOPER and or LAND OWNER in respect of the said part of the property and/or the Project as on date.

16. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whosever is hands the Said premises may come, hereby covenants with the PROMOTER/ VENDOR CUM DEVELOPER as follows :-

i. To maintain the Said premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenatable 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 in or to the building 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 building in which the Said premises is situated and the Said premises itself or 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 are so heavy as to damage the construction or structure of the building in which the Said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said premises is situated, including entrances of the building in which the Said premises is situated and in case any damage is caused to the building in which the Said premises is situated or the Said premises on account of negligence or default of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in this behalf, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences of the breach.

iii. To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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/ VENDOR CUM DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the building 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 tenable 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, Parda or other structural members in the Said premises without the prior written permission of the PROMOTER/ VENDOR CUM DEVELOPER 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 the building in which the Said premises is situated.

vii. Pay to the PROMOTER/ VENDOR CUM DEVELOPER within fifteen days of demand by the PROMOTER/ VENDOR CUM DEVELOPER, share of security deposit and other amounts as demanded by the PROMOTER/ VENDOR CUM DEVELOPER, 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to any purposes other than for purpose for which it is sold.

ix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/ VENDOR CUM DEVELOPER under this Agreement are fully paid up and only if the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PROMOTER/ VENDOR CUM DEVELOPER has intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER/ VENDOR CUM DEVELOPER 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/ VENDOR CUM DEVELOPER unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, without the consent of the PROMOTER/ VENDOR CUM DEVELOPER shall be invalid.

x. The ALLOTTE/S/PURCHASER/S along with other ALLOTTE/S/PURCHASER/S of Said premises in the said project shall join in forming and registering the Society to be known by such name as the PROMOTER/ VENDOR CUM DEVELOPER 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/ VENDOR CUM DEVELOPER within seven days of the same being forwarded by the PROMOTER/ VENDOR CUM DEVELOPER to the PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTER/ VENDOR CUM DEVELOPER to register the common organisation of PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/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.

xi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 building and the Said premises s 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and till one year from the date of occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall permit the PROMOTER/ VENDOR CUM DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall abide by the directions/requisitions made by the PROMOTER/ VENDOR CUM DEVELOPER towards the upkeep and or maintenance of the said premises.
- xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space.
- xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PROPERTY.
- xv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PROPERTY.
- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTER/ VENDOR CUM DEVELOPER constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER/ VENDOR CUM DEVELOPER.
- xvii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to abide by the rules specified by the PROMOTER/ VENDOR CUM DEVELOPER to not install or erect

any Box-type Grills or any other design other than as specified by the PROMOTER/ VENDOR CUM DEVELOPER during possession and maintain the uniformity of the elevation.

xviii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER/ VENDOR CUM DEVELOPER.

xix. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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.

xx. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree 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/ VENDOR CUM DEVELOPER.

xxi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to not make any changes to the landscaping work 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/ VENDOR CUM DEVELOPER.

xxii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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.


xxiii. The Said Project may be completed in Phased manner and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not create any obstruction to the PROMOTER/ VENDOR

CUM DEVELOPER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unsued FAR/increased FAR.

17. Any diligence shown by the PROMOTER/ VENDOR CUM DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

18. The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROMOTER/ VENDOR CUM DEVELOPER. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROMOTER/ VENDOR CUM DEVELOPER regarding the stage of completion.

19. 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 premises and Building or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER/ VENDOR CUM DEVELOPER.

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

21. In case any of the cheques issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason/s, the provisions of clause 6 shall apply

immediately upon dishonor, except that the notice period in such a case shall be 15 days instead of 30 days as otherwise provided in clause 6 above. In addition thereto, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

22. PARKING SLOT:

The Parking Slot corresponding to the SAID PREMISES is Parking Slot No. _____ located at the stilt of Building. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space as allotted to him/her/them by PROMOTER/ VENDOR CUM DEVELOPER and no double parking in the allotted space shall be allowed.

23. 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.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S / SUBSEQUENT PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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.

26. SEVERABILITY

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

27. CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has to make any payment, in common with other PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTER/ VENDOR CUM DEVELOPER on the super built up area of the said premises and borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S accordingly.

28. 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.

29. The PROMOTER/ VENDOR CUM DEVELOPER and/or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall

present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER/ VENDOR CUM DEVELOPER will attend such office and admit execution thereof.

30. That all notices to be served on the PROMOTER/ VENDOR CUM DEVELOPER and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the PROMOTER/ VENDOR CUM DEVELOPER by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

31. The PROMOTER/LAND OWNER CUM DEVELOPER have not delivered the possession of the SAID PREMISES to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER.

SCHEDULE A
(OF THE SAID PROPERTY)

ALL THAT Landed Property denominated as "CUTOBONA PEDRO MAINATO", (5046.40/9046 of the second addition) also known as "KUTUBONA" situated at Davorlim, within the jurisdiction of Village Panchayat Davorlim, Sub-District of Salcete and District of South Goa, State of Goa not registered in the Land Registration Office of Salcete but enrolled in the Taluka land Revenue office Salcete under Matriz no. 64 and bounded as under:

East :- By reserved road of six meters wide;

West :- By property of Agostinho Collaco;

North :- By property of Auciliana Graca Vas presently held by Chandrasen Bicu Verlecar and others;

South :- By a Public road.

SCHEDULE B
(OF THE SAID PLOT)

ALL THAT distinct and separated part identified as PLOT NO-2 admeasuring 576 Sq. Mtrs. forming part of the bigger property described in Schedule A hereinabove written and bounded as under:-

East :- By a road of six meters width;
West :- By property of Agostinho Collaco;
North :- By Plot No. 3 sold to Ganesh V. Shirodcar and
South :- By Plot No. 1 sold to Sebastiao Travasso Crasto.

And presently as per survey records is bounded as under:-

On the East : by road,
On the West : by property surveyed under number 3/8,
On the North : by property surveyed under number 3/15 and
On the South : by property surveyed under number 3/16.

SCHEDULE C
(OF THE SAID PREMISES)

ALL THAT Flat/Shop agreed to be constructed and sold is Flat/Shop No. _____, admeasuring _____ Sq. metres of Carpet area, located on the _____ floor of the Building of the complex known as “.....” 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

SCHEDULE D
(AREA STATEMENT OF THE SAID PREMISIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;
Built-up area : _____ Sq. meters;
Carpet Area : _____ Sq. meters.

SCHEDULE E
(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTER/VENDOR CUM DEVELOPER 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	Rs.
ii)	On the completion of Plinth	Rs.
iii)	On the completion of 1 st Slab	Rs.
iv)	On the completion of 2 nd Slab	Rs.
v)	On Completion of roof slab	Rs.
vi)	On Completion of latterite masonry	Rs.
xi)	On completion of Internal plastering	Rs.
xii)	On completion of tiles fitting	Rs.
xiii)	At the time of Occupancy	Rs.
TOTAL		Rs. /-

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

SCHEDULE F
(Project Specification)

Structural Features:

RCC Structure. External Walls of laterite masonry and internal walls of brick masonry.

Flooring:

2ft x 2ft vitrified flooring for full apartment.

1ft x 1ft dado tiles for bathroom walls

1ft x 1ft anti-skid tiles for bathroom flooring.

Kitchen:

Granite Kitchen platform with SS sink & 2 ft height ceramic dado tile above granite platform.

Toilets

Toilets with WC and washbasin, branded CP fittings and sanitary ware.

Doors:

Wooden door frames for all doors. Main door and bedroom doors will have flush doors.

Windows:

Powder coated aluminium windows with 4 mm plain glass.

Electrical:

Concealed copper wiring.

Wall finish:

Interior: Acrylic Oil bound distemper.

Exterior: Weather shield Paint.

NOTE:

The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.

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.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
PROMOTER/VENDOR CUM DEVELOPER :**

Shri.

The party of the First part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb	

LEFT HAND FINGER PRINT IMPRESSIONS OF

Mr.

Thumb	Index finger	Middle finger	Ring finger	Little finger	

RIGHT HAND FINGER PRINT IMPRESSIONS OF

Mr.

**SIGNED, SELAED AND DELIVERED BY THE WITHINNAMED
PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S:**

MR./MRS. _____

The party of the second part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb	

LEFT HAND FINGER PRINT IMPRESSIONS

OF MR./MRS. _____

Thumb	Index finger	Middle finger	Ring finger	Little finger	

RIGHT HAND FINGER PRINT IMPRESSIONS

OF MR./MRS. _____

Witnesses:

1. Name :
Father's Name :
Age :
Address :
Signature :

2. Name :
Father's Name :
Age :
Address :
Signature :

AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES AT

.....

This **AGREEMENT FOR CONSTRUCTION AND SALE** 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 One Hundred and _____ (___/___/201__) **BY** and

BETWEEN:

LOTUS DEVELOPERS a Partnership Firm having its office at Flat No. T-3, Diamond Building, Fatorda, Margao, Goa, holding PAN _____ and duly represented herein by it's Partners,

(1) MR. _____, son of _____, aged years, married, resident of Goa, **(2) MR.** _____, son of _____, aged years, resident ofGoa, hereinafter referred to as the **"PROMOTER/VENDOR /DEVELOPER"** (which expression unless repugnant to the context and meaning thereof shall mean and include its heirs, legal representatives, successors, executors, administrators and assigns) of the **ONE PART.**

AND

Mr./Mrs. _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. _____, Email address: _____, Contact No. _____, marital status _____, resident of _____, hereinafter referred to as the **"PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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.**

All parties hereto are Indian Nationals.

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.
- (b) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- (e) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS there exists a landed property denominated as "CUTOBONA PEDRO MAINATO", (5046.40/9046 of the second addition) also known as "KUTUBONA" situated at Davorlim, within the jurisdiction of Village Panchayat Davorlim, Sub-District of Salcete and District of South Goa, State of Goa not registered in the Land Registration Office of Salcete but enrolled in the Taluka land Revenue office Salcete under Matriz no. 64 and bounded as under:

East :- By reserved road of six meters wide;

West :- By property of Agostinho Collaco;

North :- By property of Auciliana Graca Vas presently held by Chandrasen Bicu Verlecar and others;

South :- By a Public road.

The above described property is hereinafter referred to as "Said Property" and more particularly describe in Schedule "A" hereinbelow.

AND WHEREAS the part of the said property was owned by Maria Vida Juberina Vaz daughter of Jose Aleixo Vas.

AND WHEREAS the part of the said property namely PLOT NO. 2 was purchased by Mr. Joaquim Miranda from aforesaid land owner Maria Vida Juberina Vaz vide instrument of Sale dated 10.02.1970. This PLOT NO. 2 is hereinafter referred to as "**SAID PLOT**" and is more particularly describe in Schedule "B" hereto.

AND WHEREAS aforesaid Mr. Joaquim Miranda and his wife Mrs. Laurena Viegas sold the "**SAID PLOT**" to Mr. Milagres Caetano Fernandes vide Deed of Sale dated 25.04.1975 duly registered in the office of Sub Registrar of Salcete at Margao under registration No. 534 at pages 386 to 391 of Book No. I, Volume No. 139 dated 17.06.1975.

AND WHEREAS said Mr. Milagres Caetano Fernandes and his wife Mrs. Thereza S. Fernandes sold the "**SAID PLOT**" to Mrs. Alka Vithal Deshpande alias Vidhya Vithal Deshpande by Deed of Sale dated 18.06.2004 duly registered in the office of Sub Registrar of Salcete at Margao under registration No. 2307 at pages 457 to 476 of Book No. I, Volume No. 1657 dated 18.06.2004. The "**SAID PLOT**" admeasuring an area of 576 sq. mts. and is surveyed under survey No. 3/15-A of Davorlim Village of Salcete Taluka.

AND WHEREAS Mrs. Alka Vithal Deshpande alias Vidhya Vithal Deshpande and her husband Mr. Vithal Deshpande are the Owners in possession of the "**SAID PLOT**" of the said property, and have a good marketable title to the "**SAID PLOT**" of the said property.

AND WHEREAS aforesaid land owners Mrs. Alka Vithal Deshpande alias Vidhya Vithal Deshpande and her husband Mr. Vithal Deshpande Vide Agreement for Construction/Development and Sale dated 24.11.2017 duly registered in the office of Sub Registrar of Salcete at Margao under registration No. MGO-BK1-05453-20017, CD Number MGOD18 dated 28.11.2017, authorized LOTUS DEVELOPERS a Partnership Firm having

its office at Flat No. T-3, Diamond Building, Fatorda, Margao, Goa to develop the **“SAID PLOT”** of the said property.

AND WHEREAS the PROMOTER/DEVELOPER are in possession of the **“SAID PLOT”** of the said property and intends to develop the **“SAID PLOT”** of the said property, by constructing commercial-cum-residential building complex therein consisting of Seven residential flats and Three commercial premises or such additional flats or commercial premises as may be approved/revised under the proposed project name “” and in pursuance thereto obtain following permissions and approvals in respect of the said development:

1. Conversion sanad bearing No. SDO/SAL/CONV/AK/141/14 dated 27.07.2018.
2. Construction License under No. VP/DD/2016-17/CL-14/1287 dated 15.10.2016.
3. Technical clearance order under No. TPM/27990/Const/Davor/3/15-A/2016/435 dated 25.01.2016.
4. Revised Technical clearance order under No. TPM/27990/Const/Davor/3/15-A/17/4391 dated 08.11.2017.

The proposed project named “” in the **“SAID PLOT”** of the said property is hereinafter referred to as **“SAID PROJECT”**.

AND WHEREAS the Said Complex will be constructed by the DEVELOPERS at its own cost and expense, the Said Complex shall belong to the ownership and possession of the DEVELOPERS who shall as per the aforesaid Agreement for Construction/Development and Sale dated 24.11.2017, sell the constructed premises in the SAID COMPLEX to any person of its choice and the LAND OWNERS shall be joined in such transaction only for the purpose of conveying the undivided proportionate share in the land appurtenant thereto.

AND WHEREAS the PROMOTER/DEVELOPER has appointed an Architect registered with the Council of Architects and a Structural Engineer;

AND WHEREAS by virtue of the above said title Deeds and permission and licences obtained, the PROMOTER/DEVELOPER, has the sole and exclusive right to construct and sell, said premises in the said project to be constructed by the PROMOTER/DEVELOPER on the **“SAID PLOT”** of the said property and to enter into agreement/s with the Purchasers of the Said premises to receive the sale price in respect thereof;

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S approached the PROMOTER/DEVELOPER expressing his/her/their intention of purchasing a premises in the SAID PROJECT and demanded from the PROMOTER/VENDOR CUM DEVELOPER and the PROMOTER/VENDOR CUM DEVELOPER has given inspection and copies to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of:

1. all the documents of title relating to the **“SAID PLOT”** of the said property and the plans, designs and specifications prepared by the PROMOTER/VENDOR CUM DEVELOPER Architects, all approvals, permissions, approved plan;
2. the copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/VENDOR CUM DEVELOPER, to the **“SAID PLOT”** of the said property on which the Said Project is to be constructed;
3. the copies of the plans of the Layout as approved by the concerned Authority.
4. the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions at the Said Project; without making any other representation other than what has been represented in this agreement, making it absolutely clear that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S may prefer to buy/acquire the premises in the SAID PROJECT only if he/she/they is/are satisfied and agreeable with the title of the PROMOTER/VENDOR CUM DEVELOPER, his development rights

and other terms and conditions of construction, sale, maintenance etc. furnished to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S being satisfied, having verified through his/her/their lawyer, that the title of the **"SAID PLOT"** of the said entire 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of his/her/their own will and accord, has expressed unto the PROMOTER/VENDOR CUM DEVELOPER his/her/their willingness to purchase a premises in the Said Project and has requested unto the PROMOTER/ VENDOR CUM DEVELOPER to construct and sell unto them the Flat/Shop No. _____, admeasuring _____ Sq. meters of carpet area, located on the _____ Floor of the Building _____ of the Said Project.

This Flat/Shop No. _____ is more particularly described in the **SCHEDULE C** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/ VENDOR CUM DEVELOPER is as specified in **SCHEDULE D** hereunder.

AND WHEREAS at the request of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having understood entire scheme of development as proposed in the **"SAID PLOT"** of the said property and its terms and conditions, the PROMOTER/ VENDOR CUM DEVELOPER has agreed to construct and sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the SAID PREMISES for a total consideration of Rs. _____/- (Rupees _____ Only), being 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;

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

1. The PROMOTER/ VENDOR CUM DEVELOPER shall construct the SAID PREMISES in accordance with the plans as approved or as shall be revised by the concerned local authority from time to time. The PROMOTER/ VENDOR CUM DEVELOPER shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in respect of variations or modifications which may adversely affect the SAID PREMISES of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except 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 5% of carpet area) agreed to be sold to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No approval of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained for variation (increase or decrease) upto 5% 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. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the PROMOTER/ VENDOR CUM DEVELOPER and the PROMOTER/ VENDOR CUM DEVELOPER hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the FLAT/SHOP No. _____ of _____ Sq. meters of carpet area as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A** for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

1.b. The total aggregate consideration amount for the SAID PREMISES is thus Rs. _____/-, excluding other charges mentioned later in this agreement.

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum

of Rs _____/- (Rupees _____ Only) as advance and hereby agrees to pay to the PROMOTER/ VENDOR CUM DEVELOPER the balance amount of purchase of Rs _____/- (Rupees _____ Only), in the manner detailed out in **SCHEDULE E** 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S will also be paid by the PROMOTER/ VENDOR in Indian rupees only.

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/ VENDOR CUM DEVELOPER 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) up to the date of handing over the possession of the SAID PREMISES. All these taxes and other outgoings shall be borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as and when due or demanded.

1.e. The Total Price is escalation-free, save and except:
(a) escalations/increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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/PURCHASER/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 on that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S/PURCHASER/S, which shall only be applicable on subsequent payments.

b) escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the SAID PREMISES or in case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTER/ VENDOR CUM DEVELOPER. However it is made absolutely clear that the PROMOTER/ VENDOR CUM DEVELOPER has absolute discretion not to entertain the request for change/changes in the plan as desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. All such changes desired by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, should be within the rules and regulations of competent authorities.

1.f. The PROMOTER/ VENDOR CUM DEVELOPER shall confirm the final carpet area that has been allotted to the ALLOTTEE/S/PURCHASER/S after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/ VENDOR CUM DEVELOPER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S within forty-five days of written demand by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. If there is any increase in the carpet area or if the Carpet Area of the SAID PREMISES remains the same but the Super Built up area increases due to increase in terraces or balcony areas or common areas, then allotted to ALLOTTEE/S/PURCHASER/S, the PROMOTER/ VENDOR CUM DEVELOPER shall demand the deficit money from the ALLOTTEE/S/PURCHASER/S by written notice and the same shall be paid within the time mentioned in the said notice.