

AGREEMENT OF SALE

This AGREEMENT OF SALE is made on this 4th day of the month of September, 2018, at Mapusa, Sub District of Bardez Taluka, District of North Goa, state of Goa;

BETWEEN;

M/S PINTO ROSARIO HOLDINGS PVT. LTD., a Company incorporated under the Indian Companies Act 1956, holder of Pan Card bearing No. **AAF7075A**, having office at House No.698, Porvorim, Bardez, Goa - 403501, represented by its Director;

MR. SEBASTIAO ANTONIO SUNIL PINTO ROSARIO, aged 38 years, married, son of Dr. Carlos Sidney Antonio Pinto do Rosario, Businessman, Indian National, resident of House No. 698, Porvorim, Bardez, Goa - 403501, hereafter called the **PROMOT-**

ER/DEVELOPER/VENDOR (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Company) of the **ONE PART**.

AND

_____, _____ years of age, married, son of _____, holder of Pan Card No. _____ and _____ and residing at _____ Hereinafter called the “**ALLOTTEES/PURCHASER**” (which expression shall include his heirs, executors and assignees) AS THE PARTY OF THE **SECOND PART**.

AND

1. **MR. WALTER EMANUEL XAVIER D’SOUZA**, son of Archibaldo J J M D’Souza, 68 years of age, retired, holder of Pan card no. _____, Indian National and his wife;

2. **MRS. CECILIA D’SOUZA**, daughter of _____, _____ years of age, retired, holder of Pan card no. _____, Indian National and both residents of House No. 362, Pinto Vaddo, Verla, Post Parra, Bardez – Goa, (hereinafter called the **OWNERS/CONFIRMING PARTY**) of the **THIRD PART**.

WHEREAS, the Owner/Confirming Party nos. 1 & 2 herein are represented by their duly constituted attorney Mr. Jose Antonio Vivek Pinto Rosario alias Vivek Pinto Rosario, by virtue of Power of attorney dated, 14/11/2017 and duly executed before Notary Public Shri. D. S. Petkar at Mapusa under serial no. 19907/2017;

AND WHEREAS, in Village Verla, which is within the limits of Village Panchayat of Canca – Verla, Sub district of Bardez Taluka, District of North Goa, State of Goa, there exists an immovable property known as “**Muddy**”, surveyed under no. 13/16 of village Verla Survey Records and totally admeasuring 3,450 sq.mts. The said property is described in the Land Registration office of Bardez under no. 11607 of Book B-30 (New), and not enrolled in the Taluka Revenue Office. Shall be herein referred to as “**THE SAID PROPERTY**” or “**Project Land**” and better described in Schedule – I hereunder;

AND WHEREAS, ‘**THE SAID PROPERTY**’ was originally owned and possessed by Antonio Joao Mascarenhas as the same was purchased by him from Miguel Jose Fernandes and his wife Maria Clotildes Pinto by virtue of Deed of Sale dated 26/12/1904.

Pursuant to the said Deed of Sale dated 26/12/1906, the name of Antonio Joao Mascarenhas got inscribed under inscription No 7549 of Book G-11;

AND WHEREAS, by virtue of Deed of Sale dated 4th March, 1909 of Book No.107, at page 63 in the Notary of Judicial Division, Caridade Frias, the said Antonio Joao Mascarenhas along with his wife sold **“THE SAID PROPERTY”** described under No 11607 to Martina Aleixinha Arcangela Pinto;

AND WHEREAS, the said Martina Aleixinha Arcangela Pinto there after married Walter Joao Manuel Da Conceicao De Souza and out of their wedlock had two children viz; (i) Archibaldo John Joseph Martin D’Souza married to Maria Aida D’Souza and (ii) Sylvia D’Souza, died as a spinster;

AND WHEREAS, Inventory Proceedings were initiated on the demise of Martina Aleixinha Arcangela Pinto and her husband Walter Joao Manuel Da Conceicao De Souza, in the Court of Civil Judge, Senior Division at Mapusa, being Inventory File NO. 178/2018/C and **“THE SAID PROPERTY”** was taken at Item no. 1;

AND WHEREAS, by Judgment & Order dated 27/07/2018 passed by the Civil Judge, Senior Division in the said Inventory File NO. 178/2018/C, **“THE SAID PROPERTY”** taken at Item no. 1 was allotted to the Owners herein;

AND WHEREAS, the Owner at serial no. 1 has got his name mutated in the survey records in Form I & XIV and has been in peaceful ownership and possession of **“THE SAID PROPERTY”** without any obstruction and interference from anyone whomsoever;

AND WHEREAS, by a Joint Venture Agreement dated 14/11/2017 and executed before Notary Public Shri. D.S. Petkar at Mapusa, under serial no. 19906/2017, the Owners granted to the Promoter/Developer/Vendor, development rights to **“THE SAID PROPERTY”** under terms and conditions mentioned therein;

AND WHEREAS, pursuant to the Joint Venture Agreement dated 14/11/2017, the Developer/Vendor prepared a Development Plan which consist of eight residential Villas, swimming pool and a compound wall and put forward the same to the Owners who were in turn agreeable to such a development which shall be in the name

& style of **‘Panache by Pinto Rosario’**, herein after referred to as the said project;

AND WHEREAS, the Developer/Vendor at its own cost obtained technical clearance from the Office of the Senior Town Planner order bearing Ref. No. TPB/3251/VERLA/TCP-19/1466, DATED 28/02/2019 for the construction of the said residential project consisting of eight residential villas, swimming pool and the compound wall;

AND WHEREAS, , the Village Panchayat of Verla – Canca has issued a construction license for the said residential project and the same bears License no. VPVC/CONST.LIC.NO.41/2018-19/1998, dated 25/03/2019;

AND WHEREAS, the Office of the Additional Collector III at Mapusa has issued conversion sanad bearing no. 4/141/CNV/AC-III/2018/722 dated 21/05/2019, thereby converting “THE SAID PROPERTY” to non agriculture;

AND WHEREAS the Allottee/Purchaser after inspecting the title documents of “THE SAID PROPERTY” and the plans, designs and specifications prepared by the Promoter/Developer’s Architects M/s. Ulysis, Panaji, Goa. 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 there under; and the Allottee has acknowledged the receipt of the same and on being satisfied with the same has approached the PROMOTER/DEVELOPER expressing his/her willingness to bear the cost of construction and acquire or purchase a residential villa being Villa No. _____ more particularly identified in Schedule II and marked and shown in the site plan attached hereto, herein after referred to as “the said villa/unit”;

AND WHEREAS the Promoter/Developers are entitled and authorised to construct the said residential project consisting of eight residential villas in accordance with the recitals herein above;

AND WHEREAS the Promoter/Developer is now in possession of the project land;

AND WHEREAS the Promoter/Developer has proposed to construct on the said property/project land, eight residential villas bearing nos. 1, 2, 3, 4, 5, 6, 7, 8 each having ground floor + first floor + second floor.

AND WHEREAS The Allottee/Purchaser has approached the Promoter/Developer, to acquire the said villa/unit, consisting of ground floor, first floor and second floor identified as **Villa no.** _____, admeasuring carpet area of _____ **sq. mts.** and having a built up area _____ sq. mts, and balconies and open terraces having carpet area of _____ sq.mts in the project known as _____ which is described in detail in Schedule No. II;

AND WHEREAS the Promoter/Developer has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter/Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under Act with the Real Estate Regulatory Authority at Panaji under No. _____. Authenticated copy is attached in Annexure;

AND WHEREAS the Promoter/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the said project and the Promoter/Developer accepts the professional supervision of the Architect and the structural Engineer till its completion;

AND WHEREAS by virtue of the said Joint Venture Agreement dated 14/11/2017, the Developer has sole and exclusive right to sell the residential villas/units in the said project to be constructed/constructed by the Promoter/Developer on the project land and to enter into Agreement/s with the Allottee/Purchaser(s)/s of the said units and to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter/Developer has agreed to construct and allot the SAID VILLA/UNIT to the Allottee/Purchaser for a consideration of **Rs. _____/- (Rupees _____ Only)** which consideration includes the cost of corresponding undivided share in the project land and subject to the further terms and conditions hereafter appearing. All consideration mentioned herein is paid by the Allottee/Purchaser to the Promoter/Developer only. The Allottee/Purchaser has agreed to pay the above said sum in the manner stipulated in Schedule IV hereafter written and has also agreed to abide by the other terms and conditions stipulated hereafter.

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter/Developer, or any

other relevant revenue record showing the nature of the title of the Owner/Confirming Party to the project land on which the residential Villa Project is being constructed/proposed to be constructed, has been verified by the Purchaser;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter/Developer and according to which the construction of the said project and open spaces are proposed to be provided therein have been verified;

AND WHEREAS while sanctioning the said plans with 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/Developer while developing the project land and the said project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter/Developer shall accordingly commence construction of the said project in accordance with the said approved plans;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Rera Act, of the said villa/unit is _____sq.mts;

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/Purchaser has paid to the Promoter/Developer a sum of Rs _____/- (Rupees _____ Only) being advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act, the Promoter/Developer is required to execute a written Agreement for sale of said villa/unit with the Allottee/Purchaser, 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/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the said villa/unit;

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

1. The Promoter/Developer shall construct the said project consisting of 8 nos residential villas bearing nos. 1, 2, 3, 4, 5, 6, 7, 8, each having ground floor, first floor and second floor on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter/Developer shall have to obtain prior consent in writing of the Allottee/purchaser in respect of variations or modifications which may adversely affect the said villa/unit of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

Provided further that Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor additions or alterations as may be necessary due to architectural and structural reason duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee.

1.a The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Purchaser all that residential villa/unit being villa no. _____, having a carpet area of _____sq. mts. and shall also have an exclusive carpet area of balcony of _____ sq.mts., as shown in the Floor plan thereof hereto annexed as Annexure I, for the consideration of **Rs. _____/- (Rupees _____ Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the said villa, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II annexed herewith.

1(b) The total aggregate consideration amount for the villa/unit including covered car parking spaces is thus Rs. _____/- (Rupees

_____ Only)

1(c) The Allottee/Purchaser has 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/Developer the balance amount of Rupees _____/- (Rupees _____ Only) as per the mode of payment as mutually agreed between the parties as mentioned in Schedule III or any other schedule of payment agreed herein.

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

1(e) The Total Price is escalation-free, save and accept 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer 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/Purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser 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/Purchaser by the Promoter/Developer.

(f) (i) Any taxes, charges or outgoings levied by the Municipality/ Panchayat or any other competent authority exclusively pertaining to the SAID VILL/UNIT shall be borne by the Allottee/Purchaser, from the date of Occupancy Certificate, irrespective of whether the Allottee/Purchaser has/have taken the possession of the SAID VILLA/UNIT or not.

(f) (ii) The Allottee/Purchaser and the Promoter/Developer shall adhere to Real Estate (Regulation and Development) Act 2016.

1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the said Villa/Unit is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser 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 the consideration mentioned herein.

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

2.1 The Promoter/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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Villa/Unit to the Allottee/Purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the same.

2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the said villa/unit to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to the Allottee/Purchasers have paid all the consideration

and other sums due and payable to the Promoter/Developers as per this agreement. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter/Developer, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter/Developer hereby declares that the Floor Area Ratio available as on date in respect of the project land is _____ square meters only and Promoter/Developer has planned to utilize Floor area ratio of ___ sq.mts., by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Villa based on the proposed construction and sale of villa/units to be carried out by the Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

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

4.2 Without prejudice to the right of Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments, the Promoter/Developer shall at his own option, may terminate this Agreement:

Provided that, Promoter/Developer shall give notice of fifteen days in

writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to retention or collection of 15% of the Total Price by the Promoter and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developer) within a period of sixty days of the termination, the instalment's of sale consideration of the said villa/unit which may till then have been paid by the Allottee/Purchaser to the Promoter/Developer and the Promoter/Developer shall not be liable to pay to the Allottee/Purchaser any interest on the amount so refunded. Upon termination, Promoter shall be at liberty to sell and allot the Villa to any other person and for a consideration, as the Promoter deems fit and proper.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter/Developer in the said villa/unit are set out in Schedule IV.
6. The Promoter/Developer shall give possession of the said villa/unit to the Allottee/Purchaser on or before _____. If the Promoter/Developer fails or neglects to give possession of the said villa/unit to the Allottee/Purchaser of account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the said villa/unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of said villa/unit on the aforesaid date, if the completion of the same is delayed on account of

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or oth-

er public or competent authority/ court.

(iii) Any notice, order, Decree, Judgment, PIL filed by person/s, environmental protestors, NGO, rule, notification of the Government or Court or any other competent authorities including the Collector, Mamlatdar, Administrative Tribunal, and the Planning Authorities delays due to changes in any laws or changes in the official planning approval and completion certifications/procedures/requirements or delays in issue of occupancy and other completion certificates by the concerned authorities or due to delays in sanction of electricity and water and sewage connection to the said villa/unit.

(iv) Non-availability or restricted supply of steel cement, building material, water, electricity, whether due to transport or other strikes, stoppages, outrages or other causes; and,

(v) Any other reason or reasons beyond the control of the Promoter/ Developer and in case of any of the aforesaid events taking place the Promoter/Developer shall be entitled to additional extension of time for the delivery of the said villa/unit for the use and occupation of the Allottee/Purchaser.

Provided further that the Promoter shall be entitled to extension of time as per the extension of the registration of the Project Land in terms of the Real Estate (Regulation and Development) Act, 2016.

7.1 Procedure for taking possession - The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the said villa/unit, to the Allottee/Purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter/Developer shall give possession of the said villa/unit to the Allottee/Purchaser. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/Purchaser shall take possession of the said villa/unit within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser intimating that the said villa/unit is ready for use and occupancy. Upon completion of the 15 day period, the Allottee shall be deemed to have taken possession of the said villa/unit.

7.3 Failure of Allottee/Purchaser to take Possession of said villa/unit

upon receiving a written intimation from the Promoter/Developer as per clause 7.1, the Allottee/Purchaser shall take possession of the said villa/unit from the Promoter/Developer by paying all amounts, executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter/Developer shall give possession of the said villa/unit to the Allottee/Purchaser.

In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project.

7.4 If within a period of five years from the date of handing over the said villa/unit to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the said villa/unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act. In case the Allottees carry out any work within the said villa/unit after taking possession, resulting in cracks and dampness or any other defect within, then in such an event the Promoter/Developer shall not be liable to rectify or pay compensation. But the Promoter/Developer may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

Similarly, the Promoter/Developer shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material etc.

8. The Allottee/Purchaser shall use the said villa/unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the stilt parking or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser along with other Allottee/Purchaser(s) of said project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/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 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/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser 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.a. The Allottee/Purchaser agree/s to pay to the Promoter/Developer on taking possession of the said villa/unit:-

Rs._____-/- shall be paid to the Promoter/Developer towards the payment of common expenses like **lift**, common electricity, common water charges, sweeper's salary staircase etc. for a period of 2 years from the time of delivery of possession of the said villa/unit. The said charge is calculated at the rate of Rs._____-/- per sq.mts. of carpet area per month of the said villa/unit. After the period of 2 years are over, the Entity/Society/Association can maintain the said common areas such as repairs and maintenance of roads, common lights, security, compound wall, pumps, repairs of drainage system, gardens, etc. In case the said amount is not sufficient the Allottee/Purchaser shall contribute further sums that may become necessary for the maintenance or upgrading of the facilities. The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the villa/unit by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the villa/unit by the Allottee/Purchaser for any length of time. After the period of 2 years, the Entity/Society/Association could request the Promoter/Developer subject to prompt contribution by all the Allottee/Purchaser, to continue to manage and maintain the project. But it will be the sole decision of the Promoter/Developer whether to continue or not to continue to manage and maintain the Project. The deposit paid by the Allottee/Purchaser to the aforesaid clause will not include internal maintenance of the individual villa/unit by the Promoter/Developer.

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

The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction

of the said “expenditure” on the grounds Of non-use of the villa/unit by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the said villa/unit by the Allottee/Purchaser for any length of time.

If the Promoter/Developer and/or the Entity/Society/Association are of the opinion that the amount fixed herein above will not be sufficient for proper maintenance of the said project, the Promoter/Developer and/or the Entity/Society/Association are authorised to increase the aforesaid deposit with prior intimation to the Allottee/Purchaser and the Allottee/Purchaser shall pay the same within 15 days from the date of such intimation.

The Allottee/Purchaser alternatively also has an option as mentioned below in clause 9.2:

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said villa/unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the villa/unit) of outgoings in respect of the project land and said project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and said project. Until the association of Allottees is formed and the maintenance of the said project is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee’s share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs _____/- per sq. mtr. of carpet area per month of the said villa/unit towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

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

9.3 The Allottee/Purchaser hereby further agrees that they shall at the time of delivery of possession of the said villa/unit advance Rs._____-/- per square meter of carpet area of villa/unit towards “RESERVED MAINTAINANCE FUND”/“SINKING FUND/CORPUS FUND”. This fund will be transferred to the Entity/ Society/ Association once it is formed.

10. The Allottee/Purchaser shall on or before delivery of possession of the said villa/unit keep deposited with the Promoter/Developer, the following amounts:–

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/Apexbody.
- (iii) As Applicable for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs _____/- per sq.mtr of carpet area per month for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body and will be collected for 2 years upon completion of the project.
- (v) Rs_____/- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs _____/-for deposits of electrical receiving, transformer and Sub-Station provided in Layout
- (vii) Rs_____/- as legal charges for agreement of sale and Rs. _____/- for conveyance deed.
- (viii) Rs. _____/- per sq.mts as infrastructure Tax.
- (ix) Rs _____ per sq. mts.of carpet area as Corpus/Sinking fund in respect of the Society or Limited Company/Federation/Apex Body.
- (x) Stamp Duty and Registration Charges as applicable.

11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
12. At the time of registration of conveyance of the common areas the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

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

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

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

vi. The Promoter/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 Allottee/Purchaser created herein, may prejudicially be affected;

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

viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said villa/unit to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the common areas to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

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

(ii) Not to store in the said villa/unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of 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 on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said villa/unit and maintain the same in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the said villa/unit 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser 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 villa/unit 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 villa/unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the villa/unit is situated and shall keep the portion, sewers, drains and pipes in the villa/unit 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 villa/unit 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 villa/unit without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the villa/unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said villa/unit in the compound or any portion of the project land.
- (vii) Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the said villa/unit.
- (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 villa/unit by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/Purchaser 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 villa/unit until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.
- (x) The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project and its common areas and the villas 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/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said villa/unit in the project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the said villa/unit 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/Purchaser who has taken or agreed to take such a villa/unit.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser.

without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS

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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers of the villa/unit in case of a transfer, as the said obligations go along with the villa/unit 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 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 there under 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/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Villa to the total carpet area of all the villas in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Allottee/Purchasers.

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/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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/Purchaser and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

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

MR. _____

Email:

M/s PINTO ROSARIO HOLDINGS PVT. LTD.

House No.698,

Porvorim, Bardez,

Goa - 403501

Email: sales@pintorosario.com

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Regis-

tered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottee/Purchaser, as the case may be.

28. JOINT ALLOTTEE/PURCHASERS

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter/Developer to the Allottee/Purchaser 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/Purchasers.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

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

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.

32. TRANSFER:

(a) All costs, charges, expenses etc including stamp duty, registration charges, lawyer's fees and any other expenses in connection with preparation, execution and registration of the DEED/DEEDS of conveyance shall be borne by the Allottee/Purchaser/Purchasers.

(b) In the event the Entity/Society/Association cannot be formed for any reason or the Conveyance cannot be executed in the name of the Entity/Society/Association, the Promoter/Developer/Developers shall (i) convey unto the Allottee/Purchaser/Purchasers the SAID VILLA and (ii) get executed the Conveyance of the undivided share of the the SAID PROPERTY on which the said project is constructed, proportionate to the carpet area of the SAID VILLA/UNIT unto the Allottee/Purchaser, in such manner, as may be determined by the Promoter/Developer.

33. USE OF CERTAIN FACILITIES:

The swimming pool, garden, club house and such other recreational facilities, if any such facilities exist, shall be for the use and

benefit only of family and guests of the Allottee/Purchaser at the sole responsibility and risk of the Allottee/Purchaser and the conditions and restrictions cast by the Promoter/Developer or the Entity/Society/Association in relation to the user of such facilities and the timings of their use etc., shall be binding on all the Allottee/Purchaser/Users and the Promoter/Developer or the Entity/Society/Association, as the case may be, shall be entitled to refrain any person using such facilities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time. The swimming pool are not intended to be provided nor shall be provided with lifeguard service

34.GENERAL:

(a)The Allottee/Purchaser confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/ approvals/license relating to the villa/unit and in turn the said project.

(b) The Allottee/Purchaser shall be bound to sign all the papers and documents and do all the things and matters as the Promoter/Developer may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the Promoter/Developer and the Allottee/Purchaser

(c)The Allottee/Purchaser shall, on the date of signing the agreement, notify to the Promoter/Developer the address where any letters, reminders, notices, documents, papers etc., are to be served to them. The Allottee/Purchaser shall also, from time to time notify any change in their address to the Promoter/Developer. Any letters, reminders, notices, documents, papers, etc., served at the said notified address or at the changed address by Regd. Post A.D. and Under Certificate of Posting shall be deemed to have been lawfully served to the Allottee/Purchaser.

(d)The Allottee/Purchaser hereby give/s their express consent to the Promoter/Developer to raise any loans against the SAID PROPERTY and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the DEVELOPERS at their expenses before the SAID villa/unit is handed over to the Allottee/Purchaser.

(e)At present the possession of the SAID VILLA/UNIT has not been handed over to the Allottee/Purchaser.

(f)The Allottee/Purchaser for themselves, and with the express intention of binding under these presents all person/s into whosoever hands the said villa/unit may come including whosoever uses, occupies or resides in the said villa/unit (whether as guest, lodger, caretaker of the Allottee/Purchaser or otherwise) or whosoever the said villa/unit is let/sold/assigned/gifted/mortgaged/transferred to, does hereby expressly agree, and covenant with the Promoter/Developer that:

1. The Allottee/Purchaser/ shall from the date of taking possession of the said villa/unit at their own cost maintain it in good, habitable repair and condition so as to support shelter and protect the entire structure and shall also carry out the necessary and adequate preventive maintenance of the interiors and shall not do or suffer to be done anything in or to the said villa/unit, the said project and the said amenities which may be against or contrary to the Terms of the present Agreement or the bye-laws of the Promoter/Developer or the local/government authority or any other authority. The Allottee/Purchaser does hereby agrees to observe and perform all rules and regulations which the Promoter/Developer may frame from time to time for the upkeep and maintenance of the said villa/unit and Project in respect of the use and occupation of the same.
2. It is agreed that the Allottee/Purchaser of the villa/unit after the total Payment of Consideration to the Promoter/Developer shall have the right to lease or gift or convey the said villa/unit to any other third person. However, the beneficiary of such conveyance shall be bound by the terms & conditions of the present agreement.

35.Unless the prior written permission of the concerned local authorities and the Promoter/Developer is obtained, the Allottee/Purchaser shall not:-

- i. Construct or install additional walls, windows, doors, grills, entrances, exits, etc. or excavate the flooring or otherwise alter the internal lay-out of the said villa/unit or the external faces or make changes to front, back and side elevations or make changes to the external shade of colour of building or roof of the said villa/unit in any manner whatsoever.
- ii. Construct or install lofts, mezzanine floors, or otherwise increase the area of the said villa/unit in any manner.
- iii. Change, alter, increase or install additional flooring or floor/wall tiling, electrical points bathroom plumbing/or sanitation/drainage outlets provided and shall not chisel, demolish or in

any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members or make any internal structural alterations or subdivisions of the said villa/unit, or make constructions of a permanent nature or create additional internal walls, doors or openings in the said villa/unit.

- iv. The Allottee/Purchaser shall be responsible to the concerned local authorities and to the PROMOTER/DEVELOPER for any violation or breach of any of the aforesaid provisions. The Allottee/Purchaser shall not construct, erect or place any hedge, grill, barricade, fencing or wall or any structure, enclosure, lean-to, awning, roofing, canopy or signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the said villa/unit or above/over/around any part or portion of the garden area and common areas of the said project. The Allottee/Purchaser shall not construct any structure shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/cement/wood/metal, without written consent from the Promoter/Developer. M.S. grills if made, should be fabricated with the common design and specification given by the Promoter/Developer.
 - v. Enclose the verandah, balcony, stilt and open terrace, either by glazing shuttering, walling or grill work unless permitted by the Promoter/Developer.
36. The Promoter/Developer/Owners shall not be liable to the Allottee/Purchaser or any person whomsoever claiming through or under the Allottee/Purchaser or otherwise.
- i. For or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the electricity, negligence of security guards at the development, telephone or water supply to the estate/the said property/the said villa/unit or any part thereof or caused by earthquake, lightning, fire, tempest, insects, pets, vermin, flood, rain, water, theft, burglary, pilferage, riots, vandalism, terrorist attack, arson, strikes, force major, national emergencies, air-raids, war, etc. or for any other causes/reasons whatsoever.
 - ii. For on in respect of any loss, damage, inconvenience to any person/s or property caused by or during the use of/habitation of/entry into/ residence in the said villa/unit or in the said project or caused by falling objects or caused by sus-

pension/breakdown/outages/short-ages of utilities and services or from any other cause or reason whatsoever.

- iii. For the security or safekeeping or insurance of the said villa/unit or of any person/s or of the contents and possessions therein.

37.The Allottee/Purchaser indemnifies and keeps the Promoter/Developer forever indemnified at all times against all actions, proceedings, claims, loss, damage, cost and expenses which may be brought on account of and occasioned by any accident or injury to the Allottee/Purchaser or their representative/s or any person/s visiting the construction site on behalf of the Allottee/Purchaser or during any visit/s to the said property during the period when the development is still under construction as the Allottee/Purchaser and the aforementioned persons shall be entering the construction site at their own risk. The Allottee/Purchaser indemnifies and keep the Promoter/Developer forever indemnified against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Allottee/Purchaser or their representative/s or any person/s visiting the Allottee/Purchaser or their family, guests or visitors or staff, or all persons claiming through or under the Allottee/Purchaser, before or after taking possession of the said villa/unit and during the occupation, use and enjoyment of the estate, the common areas, and other amenities.

38.The Agreement contains the whole agreement between the parties in respect of the subject matter of this agreement and shall not be modified (whether by alteration addition or omission) otherwise that by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this agreement. The Purchaser hereby expressly admits acknowledges and confirms that no terms and conditions particulars or information whether oral or written or otherwise given or made or represented including those contained/given in any advertisement or promotional material or website or brochure or walk through or any other publicity material by the Promoter/Developer and/or its agents and/or staff members or employees to the Allottee/Purchaser/Purchasers and/or his/her/its/their agents other than such terms conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Allottee/Purchaser/Purchasers to enter into this Agreement.

39.If at any time, any clause of this Agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The Promoter/Developer/Developers and the Allottee/Purchaser/Purchasers also agree that all disputes if any, arising under or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of Mapusa, Goa within the judicial division of Bardez.

40.CHANGES

(a).Any changes or additions or extra items, if requested by the Allottee/Purchaser shall be accepted only if the said villa/unit is under construction stage and at the sole discretion of the Promoter/Developer, cost of which shall be paid extra by Allottee/Purchaser, in advance & in the manner determined by the Promoter/Developer. In such an event the time limit for handing over the SAID VILLA/UNIT shall stand revised as decided by the Promoter/Developer.

(b)No changes shall be permissible if the construction of the said villa/unit is virtually completed.

41.If the Allottee/Purchaser delay/s the taking delivery of the SAID VILLA/UNIT, failure to take delivery of the said villa/unit will not exonerate the Allottee/Purchaser/Purchasers from his/her liability to pay the outgoings such as Municipal Taxes, etc. from the date of the occupancy certificate.

(a) Upon taking possession, the Allottee/Purchaser shall not be entitled to raise any further objection, dispute or complaint in respect of the finishes and specifications of the said villa/unit or in respect of any item/s of work allegedly not executed or completed or corrected or made good by the Promoter/Developer.

(b)It is hereby expressly agreed that if the Promoter/Developer are able to complete the construction sooner without compromising on quality and workmanship and thus are able to hand over possession before the stipulated possession date, then in such an event the Allottee/Purchaser shall on being notified of such earlier date, complete the payment of all amounts due under this Agreement and take its possession. However, the Allottee/Purchaser shall not be liable to pay

any extra amount to the Promoter/Developer for receiving such earlier possession.

(c)The Allottee/Purchaser shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the Allottees/Purchasers of the other villas in the said project.

42.TRANSFER BEFORE POSSESSION.

The Allottee/Purchaser shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with delivery of the SAID VILLA until all the dues payable by him to the Promoter/Developer under this Agreement are fully paid up and that too only if the Allottee/Purchaser has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until obtaining the prior consent in writing of the Promoter/Developer. In the event this Allottee/Purchaser/Purchasers wish to transfer or assign his rights under this agreement to a 3rd party, the Promoter/Developer shall act as a confirming party to the transfer and all the rights and obligations of the Allottee/Purchaser shall be conferred upon the Transferee for which the Promoter/Developer shall receive a transfer fee of Rs. 2000/- per sq. mts. of carpet area of the said villa/unit in case such transfer is sought with the consent of the developer;

43.The Allottee/Purchaser and the persons to whom the **SAID VILLA/UNIT** is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Entity/Society/Association from time to time and shall also be governed by the laws which may be applicable to the Entity/Society/Association.

44.No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the bye-laws or rules and regulations framed by the Entity/Society/Association as may be required by any competent authority.

45.The Allottee/Purchaser shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the Promoter/Developer and of the other villa Holders in the said project.

46.The Promoter/Developer shall be in absolute control of those villas in the said project, which remain/s unsold. Should the Promoter/Developer decide to retain any portion in the said project they shall join the Entity/Society/Association along with the other villa holders.

47.All papers pertaining to the formation of the Entity/Society/Association and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the Promoter/Developer or by the Advocate of the Promoter/Developer

48.All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance and/or for the formation of the Entity/Society/Association shall be borne by the Allottee/Purchaser and the other villa holders in such proportion as may be decided by the Promoter/Developer and/or the Entity/Society/Association as per RERA Act.

49.In the event the Allottee/Purchaser desire to rescind/terminate the present agreement for any reason other than default by the Promoter/Developer as per this present agreement, the Purchaser shall give advance notice to the Promoter/Developer of his intention to do so. However the Promoter/Developer shall refund the money subject to a **deduction of 15% of the amount received**. The Promoter/Developer shall refund the balance amount to the Purchaser after the Promoter/Developer procures a fresh Customer/Purchaser for the purchase of the said villa/unit.

50.Goods and Service Tax or any other government taxes shall be paid as per the changes made by the government authorities and will be binding on the Alottees/Purchasers to pay the same.

51.TDS @ 1% on Rs. _____/- deducted and paid into Government treasury as applicable by the Alottees/Purchasers and copy of TDS certificate has been submitted to the Promoter/Developer.

52.The said scheduled property is non agricultural property. This document and transaction is complying with foreign exchange management act 1999 and Reserve Bank of India guidelines. The office of Civil Registrar-cum-sub registrar shall not be responsible if the parties violate FEMA and RBI guidelines.

53.If any part, term or provision of this Agreement not being of a fundamental nature, be held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be

affected, if such part, term or provision is separable from the rest of this agreement, without altering the essence of this Agreement. If such part, term or provision is not so separable, then the parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

SCHEDULE – I

All that immovable property known as “**Muddy**”, situated at Village Verla, which is within the limits of Village Panchayat of Canca – Verla, Sub district of Bardez Taluka, District of North Goa, State of Goa, surveyed under no. 13/16 of village Verla Survey Records and totally admeasuring 3,450 sq.mts. The said property is described in the Land Registration office of Bardez under no. 11607 of Book B-30 (New), and not enrolled in the Taluka Revenue Office and is bounded as under:

North: By property surveyed under No.15/19;
 South: By property surveyed under No.13/12 & No.14/3;
 East: By property surveyed under No.14/4;
 West: By property surveyed under No.13/12 & 13/15;

SCHEDULE NO.II **(DESCRIPTION OF THE SAID VILLA/UNIT)**

All that residential Villa/Unit bearing no. _____, having carpet area of _____ sq. mts and its corresponding built up area admeasuring _____ **sq. mts** (built up area includes the proportionate incidence of common areas such as staircase/s, lifts and any other common areas etc.) and balcony having carpet area of _____ sq.mts consisting of ground, first and second floor which forms a part and parcel of the VILLA project constructed in The SAID PROPERTY is shown delineated in red boundary line in the plan annexed.

SCHEDULE NO. III
(SCHEDULE OF PAYMENT)

A) The sum total of the amounts payable by the Allottee/Purchaser to the PROMOTER/DEVELOPER towards the purchase of the said Villa No._____on is **Rs_____/- (Rupees _____ Only)**

All payments shall be net of Bank/transfer charges and as per the following schedule of payments.

Install- ment	Description	Per- centage	Rupees
	On Booking	10%	
	On signing of Sale Agree- ment	20%	
	On completion of Plinth of the said Villa/Unit	10%	
	On completion of first floor slab of the said Villa/Unit	15%	
	On completion of second floor slab of the said Villa/ Unit	15%	
	On completion of roof slab of the said Villa/Unit	15%	
	On completion of Masonry of the said Villa/Unit	5%	
	On commencement of Tiling/flooring of the said Villa/Unit	5%	
	On Handover of the said Vil- la/Unit	5%	
	TOTAL	100%	

SCHEDULE NO. IV
(SPECIFICATIONS OF THE SAID VILLA/UNIT)

Standard Specifications of the said Villa/Unit.

Structure- It is R.C.C. framed structure of beams columns and slabs.

Walls- The external walls are made up of laterite stone blocks/concrete blocks/clay/brick blocks, coated with a double layer of sand faced cement plaster and rain proof paint. The internal walls are made up of laterite stone blocks/concrete blocks/clay/brick blocks, coated with a single layer of sand faced plaster and rendered with neeru, primer and paint.

Roof Slab- A layer of waterproofing compound shall be applied to the roof slab and then covered with Mangalore tiles.

Flooring- Kadappa/Basant/IPS or their equivalent flooring and skirting
 Bathroom - Flooring shall be of non-skid ceramic tiles, Bathroom Walls will have glazed tiles up to door height.
 Staircase and landing will be of kota stone or equivalent.

Woodwork- All door frames shall be of good quality hard wood and all shutters except the main door shall be of Flush Door. The main door shall be of Teak wood. All window frames and shutters shall be of Aluminium (sliding type)/uPVC which shall be of Powder Coated type. All windows will be provided with shutters glazed with distortion free float glass.

Fittings- All fittings such as handles, tower bolts and hinges will be of brass/S.S.

Electrical fittings- All wiring will be multi-strand, fire resistant, and double insulated and concealed.

Sanitary fittings- The entire plumbing system will be completely concealed. All sanitary fittings such as cisterns, faucets and washbasins will be of ceramic of Kohler or its equivalent with White as the base colour.

Kitchen Platform- The kitchen will have a cooking platform with Black Granite and with 24" height wall glazed tiles. Stainless steel sink with single bowl and with hot and cold water tap.

Paint- Exterior surfaces shall be painted with weatherproof paint and the interior surfaces with acrylic emulsion of Asian or ICI or its equivalent.

Video Door phone system will be provided for the villa/unit.

Lift – Schindler/Thysenkrupp/Otis or its equivalent.

SCHEDULE VI
(AMENITIES)

1. Gated Complex with 24 hour security.
2. 24X7 CCTV in common areas.
3. Fibre Optic Internet (Plans to be decided between the customer and the internet provider).
4. Intercom system within the Project.
5. Reception Block.
6. Fire fighting provisions.
7. Earthquake Resistant Project.
8. Backup for common areas of make Cummins or its equivalent.
9. Paved roads.

General:

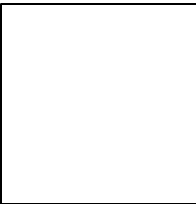
Water Supply: Through P.V.C. pipes from individual ground level suction tanks/sump of adequate capacity fed by main Govt. supply augmented and when necessary by water tankers to be paid for by the individual owner. Water supply from the state Public Works Dept. subject to their supply and the terms and condition thereof.

Electricity: Electrical supply from state electrical dept. and subject to their supply and terms and condition thereof.

The specification of any other item/s which remains un described in the specification herein above shall be decided by the Promoter/Developer exclusively.

IN WITNESS WHEREOF this Agreement is signed by the parties at Mapusa, Goa, on the day, Month and year first above written in presence of two attesting witnesses.

SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED **OWNERS 1 & 2**
REPRESENTED BY their duly constituted Attorney



(MR. JOSE ANTONIO VIVEK PINTO ROSARIO
ALIAS VIVEK PINTO ROSARIO)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

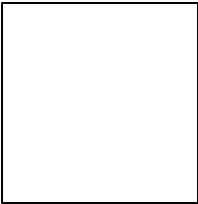
4. _____

4. _____

5. _____

5. _____

SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED **PROMOTER/DEVELOPER**
M/S PINTO ROSARIO HOLDINGS PVT LTD
REPRESENTED BY ITS DIRECTOR



(MR. SEBASTIAO ANTONIO SUNIL PINTO ROSARIO)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

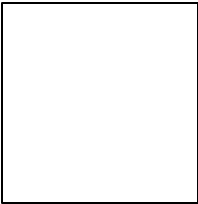
4. _____

4. _____

5. _____

5. _____

SIGNED, SEALED AND DELIVERED
BY THE WITH NAMED **ALLOTTEE/PURCHASER NO**



(MR. _____)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF WITNESSES

1. _____

2. _____