

## **AGREEMENT FOR CONSTRUCTION AND SALE**

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Vasco, Taluka and Sub-District of Mormugao, District of South-Goa, State of Goa, on this \_\_\_\_ day of month of \_\_\_\_\_, of the year Two Thousands One Hundred and Eighteen (\_\_\_/\_\_\_/2018) **BY** and **BETWEEN:**

**Mr. ALIVIO FARIA**, son of Mr. Ivo Faria, aged about 35 years, married, businessman, holding Income Tax card bearing PAN AAJPF2226N, Aadhaar Card No. **2254 6542 8156**, residing at H. No. 142, Near Railway Bridge, Alto, Dabolim, Goa and hereinafter referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, legal representatives, administrators, executors, successors and assigns) of the **ONE PART.**

### **AND**

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

**2. Mr./Mrs.** \_\_\_\_\_, son/daughter/wife of Mr. \_\_\_\_\_, aged \_\_\_\_ years, holding Income Tax Card bearing PAN \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Email address: \_\_\_\_\_, Contact No. \_\_\_\_\_, marital status \_\_\_\_\_, Indian National/s and hereinafter referred to as the **“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.**

**AND**

1. **Mrs. JANET VIEGAS**, wife of Mr. Fletcher Viegas, aged 54 years, occupation Teacher, holder of Income Tax Card bearing PAN **ABDPV0362J**, Aadhaar Card No. **4342 8835 2068**, married and her husband;
2. **Mr. FLETCHER VIEGAS**, son of Mr. Saude Viegas , 65 years , Occupation retired seaman, holder of Income Tax Card bearing PAN **AJOPV4446N**, Aadhaar Card No. **9298 8772 8223**, both residents of House No. **BF02, 4<sup>th</sup> Floor, Casa Martinho Luisa Row house, Ratwaddo, Navelim Salcete Goa 403707**, both Indian Nationals and hereinafter referred to as the **“PROMOTERS/LAND OWNERS”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, successors and assigns) of the **THIRD PART.**

**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** the LAND OWNERS are represented herein by their duly constituted attorney the PROMOTER/DEVELOPER herein vide Irrevocable Power of Attorney dated \_\_\_\_\_, duly registered in the office of the Sub-Registrar, Mormugao under Reg. No. \_\_\_\_\_. The copy of the same is filed in the office of the Sub-Registrar, Mormugao, along with this agreement.

**AND WHEREAS** at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, state of Goa, there exist a property known as “ZAMIPEDAR” admeasuring an area of 68,600 sq. metres erstwhile consisting of cultivation of coconut trees and other trees, described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of Quelossim under the name of BHAKOTEM bearing Survey Nos. 131 sub-division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Survey No. 132/1 of Quelossim Village, more particularly described in the **SCHEDULE A** hereinafter written and hereinafter referred to as the “SAID PROPERTY”.

**AND WHEREAS** the SAID PROPERTY is inscribed in the conservatoria (Land Registration Office) of Salcete at Margao in the name of Lilia Piedade e Silva under Inscription No. 13748.

**AND WHEREAS** said Lilia Piedade e Silva bequeathed the SAID PROPERTY in favour of Ana Maria Guilherminha das Brotas da Silva e Costa of Loutulim reserving the right of usufruct in favour of Maria Augusta Da Silva vide Will dated 03/03/1924, duly recorded before Assistant Notary Irineu Constancio Roque da Costa with Office at Margao at folio No. 37 of Book of Will No. 7.

**AND WHEREAS** said Lilia Piedade e Silva expired on 22/09/1931 without leaving behind any ascendants or descendants, but leaving behind her legatee said Ana Maria Guilherminha das Brotas da Silva e Costa married Mr. Jose Carlos Ansiu dos Remedios Melo with usufructory right in favour of Maria Augusta Da Silva.

**AND WHEREAS** said Maria Augusta Da Silva expired on 09/03/1971, resultant thereof the right to the usufruct in the SAID PROPERTY stood extinguished.

**AND WHEREAS** the said legatee Ana Maria Guilherminha das Brotas da Silva e Costa and her husband Mr. Jose Carlos Ansiu dos Remedios Melo expired on 24/01/1965 and 03/09/1986 respectively, leaving behind their following children as their sole and universal heirs, as declared by Deed of Succession dated 03/07/1991 and Deed of Rectification dated 14/09/1995, duly recorded at the Office of Sub-Registrar at Margao under No. 1370 at pages 98V onwards of book of deeds dated 14/09/1995:

- (i) Smt. Margarida Maria Ana Floripes de Melo married to Agnelo Feleciano de Souza;
- (ii) Shri. Damasceno B. M. maria Dionisio de Melo;
- (iii) Joe Ana Maria de Carmo Melo;
- (iv) Shri. Louis Jose Cleto Sebastiao de Melo married to Clementina Cardozo and
- (v) Smt. Maria Lilia Piedade Cardina de Melo married to Marcelous Joseph Mesquita.

**AND WHEREAS** these above erstwhile Owners of the SAID PROPERTY sold the SAID PROPERTY to (i) M/s Keserval Real Estates and (ii) Maria Bernadita Raquela Xavier e Faleiro vide Deed of Sale dated 30/03/1992, duly registered in the office of the Sub-Registrar of Mormugao under No. 414 at pages 428 to 484 of Book I, volume No. 75 dated 05/08/1992.

**AND WHEREAS** said M/s Keserval Real Estates and Maria Bernadita Raquela Xavier e Faleiro divided the SAID PROPERTY into 94 sub-plots unequal in area, of which the Plot No. 89 admeasuring 568.00 Sq. meters

falling under Survey No. 131/13, 14 and 15 of Quellossim Village was sold by these owners to the member no. 1 of the OWNERS-CUM-PROSPECTIVE VENDORS herein vide Deed of Sale dated 29/07/1997, duly registered in the Office of Sub-Registrar of Mormugao under no. 505 at pages 379 to 405 of Book No. I, Volume no. 215 dated 21/08/1997.

This Plot No. 89 is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as **“SAID PLOT”**.

**AND WHEREAS** vide Agreement for Development, Construction and Sale dated \_\_\_\_\_, duly registered in the Office of Sub-Registrar of Mormugao under No. \_\_\_\_\_ dated \_\_\_\_\_, the LAND OWNERS have permitted the PROMOTER/DEVELOPER to develop the SAID PLOT on mutually agreed understanding detailed out in the Said Agreement.

**AND WHEREAS** in pursuance to the said Development Agreement, the PROMOTER/ DEVELOPER intends to develop the SAID PLOT, **by constructing a building consisting of stilt parking and three floor consisting of four flats on each floor or such additional flats** 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:

- (i) Construction License dated \_\_\_\_\_ under Licence No. \_\_\_\_\_
- (ii) Technical Clearance Order dated \_\_\_\_\_ under Ref. No. \_\_\_\_\_
- (iii) Conversion Sanad dated \_\_\_\_\_ under Ref. No. \_\_\_\_\_.
- (iv) Final NOC dated \_\_\_\_\_ under Ref. No. \_\_\_\_\_ from Primary Health Centre, \_\_\_\_\_.

The proposed project named “\_\_\_\_\_” in the SAID PROPERTY is hereinafter referred to as **“SAID PROJECT”**.

**AND WHEREAS** by virtue of the above said development agreement and permission and licences obtained, the PROMOTER/DEVELOPER with the consent of the LAND OWNERS, 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 and to enter into agreement/s with the Purchasers of the Said Premises to receive the sale price in respect thereof;

**AND WHEREAS** the Architect Mr. \_\_\_\_\_ having No. \_\_\_\_\_ has issued a Estimate for construction of a SAID COMPLEX in the Said Property.

**AND WHEREAS** the Sub Registrar of Margao- Goa has issued a Nil Encumbrance Certificate for Said Property under Certificate No. \_\_\_\_\_ of 201\_\_\_\_ dated \_\_\_\_\_.

**AND WHEREAS** the PROMOTER/DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER/DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the above title deeds, the PROMOTER/DEVELOPER has, sole and exclusive right to sell the Apartments in the said complex to be constructed by the PROMOTER/DEVELOPER on the project land and to enter into Agreement/s with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the PROMOTER/DEVELOPER has opened the plans for sale on ownership basis, the apartments in the proposed complex named as “\_\_\_\_\_” to be constructed in the said property.

**AND WHEREAS** on demand from the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the Promoter/Developer has given inspection to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has acknowledged the receipt of the same.

**AND WHEREAS** the authenticated copies of Certificate of Title dated \_\_\_\_\_ issued by Adv. \_\_\_\_\_, Add: \_\_\_\_\_ showing the nature of the title of the promoter/land owners to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

**AND WHEREAS** the promoter has got approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall

obtain the required approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** Purchaser after being satisfied with clean, clear, marketable and subsisting title of the PROMOTER/DEVELOPER to the Said Property and their development rights, after having perused the approved plan, permission and licences and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the Purchaser of his/her/their own will, has expressed unto the PROMOTER/DEVELOPER his/her/their willingness to acquire a premises in the Said Complex and has requested unto the PROMOTER/DEVELOPER to construct and allot unto him/her/them the Shop/Flat No. \_\_\_\_\_ located on the \_\_\_\_\_ Floor of the Building “\_\_\_\_\_” of the Said Complex.

**AND WHEREAS** the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S,



but includes the area covered by the internal partition walls of the apartment.

**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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid to the PROMOTER/DEVELOPER a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTER/DEVELOPER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has agreed to pay to the PROMOTER/DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the PROMOTER/DEVELOPER has/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no. \_\_\_\_\_;

**AND WHEREAS**, under section 13 of the said Act the PROMOTER/DEVELOPER are required to execute a written Agreement for sale of said Apartment with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, being in fact these presents 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agrees to purchase the Said Premises.

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

1. The PROMOTER/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/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% calculated on 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.(i) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the PROMOTER/DEVELOPER and the PROMOTER/DEVELOPER hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the FLAT No. \_\_\_\_ of \_\_\_\_\_ Sq. meters of super built up area corresponding to \_\_\_\_\_ 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.

The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/DEVELOPER shall be as specified in **Schedule D** hereunder.

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/DEVELOPER the balance amount of purchase (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 in Indian rupees only.

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/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/DEVELOPER 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/DEVELOPER 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/DEVELOPER.

However it is made absolutely clear that the PROMOTER/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/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/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/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.

1.h. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S authorizes the PROMOTER/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/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/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 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/DEVELOPER as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTER/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/DEVELOPER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is \_\_\_\_\_.00 square meters only and PROMOTER/DEVELOPER has planned to utilize FAR of \_\_\_\_\_Sq. meters. The PROMOTER/DEVELOPER has disclosed the FAR of \_\_\_\_\_ as proposed to be utilized by him on the SAID PLOT 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/DEVELOPER by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER/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/DEVELOPER and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTER/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/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/DEVELOPER from executing such additional construction to utilise the unused FAR of the SAID PLOT. As the unused FAR and or future increased FAR shall belong to the PROMOTER/DEVELOPER exclusively, the PROMOTER/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/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 PLOT ( 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/DEVELOPER interest at 10% 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/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/DEVELOPER.

6.2. Without prejudice to right of PROMOTER/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/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/DEVELOPER shall be entitled at his own option, to terminate this Agreement:

6.3. **Provided** that, PROMOTER/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/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/DEVELOPER shall be at liberty to dispose of and sell



the Said Premises to such person and at such price as the PROMOTER/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/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/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/DEVELOPER but the PROMOTER/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/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/DEVELOPER within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTER/DEVELOPER shall make best endeavour to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S by \_\_\_/\_\_\_/201\_\_\_. If the PROMOTER/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/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/ DEVELOPER received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTER/ 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/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/DEVELOPER from carrying out the work of Development and construction over the SAID PROJECT.
3. Any delay on part of Village Panchayat 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/ DEVELOPER over the Said Project.
4. Force-majeure causes or other reasons beyond the control of the PROMOTER/ 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/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/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/DEVELOPER shall have sufficient time to complete the Said Project.

9.1. **Procedure for taking possession** - The PROMOTER/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/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/DEVELOPER as determined hereunder:

Maintenance charges for one year:

For 1 BHK premises : Rs. \_\_\_\_\_/-

For 2 BHK 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/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/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/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/ DEVELOPER any structural defect in the Said Premises (Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls pilling 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/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/ 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 residence only. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the parking space (if reserved under this agreement) only for purpose parking the vehicle.

12. As the Society to be formed shall be maintenance society, the PROMOTER/DEVELOPER shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Plot (with the exclusion of any unused or future FAR of the Said Plot, which shall always be the property of the PROMOTER/ 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/DEVELOPER as administrative charges for third party transfer. Administrative Charges payable to the PROMOTER/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/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/ 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/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/ 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/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/DEVELOPER to charge interest @ 14% p.a. on the dues. In PROMOTER/DEVELOPER is under no obligation to maintain the said project one year after the date of occupancy certificate and any continued maintenance shall be at the discretion of the PROMOTER/DEVELOPER but subject to contribution and payment of amount as mentioned by the PROMOTER/DEVELOPER.

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/ DEVELOPER whichever is earlier, pay to the PROMOTER/ DEVELOPER, the following amounts :-

- (i) Rs. 7500/- for share money, application entrance fee of the Society;
- (ii) Rs. 7500/- towards legal fees for drafting of Sale Deed;
- (iii) for proportionate share of taxes and other charges/levies in respect of the Society;
- (iii) Rs. \_\_\_\_\_/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 1 BHK flat while Rs. \_\_\_\_\_/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 2 BHK flat;
- (iv) Rs. \_\_\_\_/- or Rs. \_\_\_\_/- towards amount mentioned in clause 9.1 above
- (v) 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;
- (vi) 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/DEVELOPER AND LAND OWNERS:

The PROMOTER/ DEVELOPER and or LAND OWENRS hereby represent and warrant to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

- i. The LAND OWNERS as on date have Clear and marketable title with respect to the said plot; as declared in the title report and the PROMOTER/DEVELOPER has the requisite rights to carry out

development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the Project;

ii. The PROMOTER/LAND OWNER 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 plot or the Said Project;

iv. There are no known litigations pending before any Court of law with respect to the said plot or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said plot 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 plot and said premises 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, said plot, said premises 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S 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 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/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/DEVELOPER confirms that the PROMOTER/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/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/LAND OWNER in respect of the said plot 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 whosoever is hands the Said premises may come, hereby covenants with the PROMOTER/LAND OWNERS as follows :-

- i. To maintain the Said premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything 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/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 tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the PROMOTER/ 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/ DEVELOPER within fifteen days of demand by the PROMOTER/ DEVELOPER, share of security deposit and other amounts as demanded by the PROMOTER/ 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/ 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has intimated in writing to the PROMOTER/DEVELOPER and obtained the written consent of the PROMOTER/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/DEVELOPER unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE

PURCHASER/S, without the consent of the PROMOTER/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/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/DEVELOPER within seven days of the same being forwarded by the PROMOTER/DEVELOPER to the PROSPECTIVE ALLOTTE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTER/ 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.

- xi. 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/DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings 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/ DEVELOPER towards the upkeep and or maintenance of the said premises.
- xii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space (if such space is specifically reserved under this agreement).
- xiii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PLOT.
- xiv. 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 PLOT.



- xv. 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/ 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/ DEVELOPER.
- xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree to abide by the rules specified by the PROMOTER/ DEVELOPER to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTER/ DEVELOPER during possession and maintain the uniformity of the elevation.
- xii. 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/ DEVELOPER and shall take care that no water from the external unit drips on the external wall of the building.
- xiii. 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.
- xiv. 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/DEVELOPER.
- xv. 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.

17. Any diligence shown by the PROMOTER/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/DEVELOPER. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROMOTER/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/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/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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

#### 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/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/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/ DEVELOPER will attend such office and admit execution thereof.

30. That all notices to be served on the PROMOTER/LAND OWNER 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/LAND OWNER by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

## **SCHEDULE A**

### **(Description of the SAID PROPERTY)**

ALL THAT exist a property known as "ZAMIPEDAR" of cultivation of coconut trees and other trees, admeasuring an area of 68,600.00 sq. metres, situated at Quelossim village and Panchayat of Cortalim, Taluka of Mormugao, District of South Goa, state of Goa, described in the Land Registration Office of Salcete, Margao under No. 23,123 not enrolled in the Taluka Revenue Records (Matriz) and which property is recorded in the recent survey records of Quelossim under the name of BHAKOTEM bearing Survey Nos. 131 sub-division Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Survey No. 132/1 of Quelossim Village and bounded as follows:

East : by the property of "Maina" and "Dando" described under no. 1408 and 1409 of old series;

West : by top of hill;

North : by rivulet of Comunidade and property "Mugrubhata" of  
Cypriano Torrado and

South: by the property "Colder" of heirs of Roque Vincente  
Sebastiao de Filipe Lucas.

## **SCHEDULE B**

### **(Description of the SAID PLOT)**

ALL THAT Plot No. 89, admeasuring an area of 568.00 sq. metres, at scheme known as Kesarval Spring Valley, forming part of the Survey No. 131/13, 14 and 15 of Quelossim village which forms part of the property described in the SCHEDULE A hereinabove written and is bounded as under:

East : by Plot No. 82;

West : by 8 metres wide internal road & open space;

North : by 8 metres wide internal road; and

South: by Plot No. 88.

## **SCHEDULE C**

### **(OF THE SAID PREMISES)**

ALL THAT Flat No. \_\_\_\_, admeasuring \_\_\_\_ Sq. metres of super built-up area, located on the \_\_\_\_\_ floor of the Building proposed as "\_\_\_\_\_" under construction in the SAID PLOT described in Schedule 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**

##### **(AREASTATEMENT OF THE SAID PREMSIES)**

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/ DEVELOPER as per the Schedule given below:

| Sr. No. | Time of Payment                                  | Percent of the total<br>Consideration |
|---------|--|---------------------------------------|
| i)      | At the time of booking/ executing this agreement | Rs.                                   |
| ii)     | On the completion of Plinth                      | Rs.                                   |
| iii)    | On the completion of 1 <sup>st</sup> Slab        | Rs.                                   |
| iv)     | On the completion of 2 <sup>nd</sup> 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.        |
| <u>xiii) At the time of Occupancy</u> | <u>Rs.</u> |
| TOTAL                                 | Rs. /-     |

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

## **SCHEDULE F**

### **(Project Specification)**

#### **Structural Features:**

#### **Flooring:**

#### **Kitchen:**

#### **Toilets**

#### **Doors:**

#### **Windows:**

#### **Electrical:**

#### **Wall finish:**

Interior: \_\_\_\_\_

Exterior: \_\_\_\_\_

#### **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/ DEVELOPER AND LAND OWNERS:**

**Mr. ALIVIO FARIA**

For Self as Developer

And as attorney of the LAND OWNERS

The party of the First Part

In the presence of.....

|                  |                |                  |                 |       |
|------------------|----------------|------------------|-----------------|-------|
|                  |                |                  |                 |       |
| Little<br>finger | Ring<br>finger | Middle<br>finger | Index<br>finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF **Mr. ALIVIO  
FARIA**

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

|       |                 |                  |             |               |
|-------|-----------------|------------------|-------------|---------------|
|       |                 |                  |             |               |
| Thumb | Index<br>finger | Middle<br>finger | Ring finger | Little finger |

RIGHT HAND FINGER PRINT IMPRESSIONS OF **Mr. ALIVIO FARIA**

**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<br>finger | Ring<br>finger | Middle<br>finger | Index finger | Thumb |

LEFT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.**

\_\_\_\_\_

|       |                 |                  |             |               |
|-------|-----------------|------------------|-------------|---------------|
|       |                 |                  |             |               |
| Thumb | Index<br>finger | Middle<br>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 :