

AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES
AT THE COMPLEX “K – SQUARE ”

This **AGREEMENT FOR CONSTRUCTION AND SALE** is made and executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this _____ the year Two Thousands Two Hundred and Eighteen (--/--/2018) **BY** and **BETWEEN**:

1. **1. M/s JMD DEVELOPERS**, having address at Gurudev mansion , Curchorem Goa ,PAN CARD No. ----- , represented By its Managing Partner MR. VARUN SHANTARAM KUDCHADKAR, son of Shantaram Kudchadkar , 32 years of age, Bachelor, resident of H.N. 1184 , Pontemol, Curchorem Goa , ADHAR No: ----- , resident of Pontemol, Curchorem Goa, hereinafter referred to as hereinafter collectively referred to as, (The expression Land Owners unless repugnant to the context and meaning thereof shall mean and include their heirs, legal representatives, successors, executors, administrators and assigns of the member nos. 1 and 2 above and the expression Promoters/Developers shall mean and include legal representatives, partners, successors in interest, executors, administrators and assigns of the member no. 3 above) of the ONE PART.

AND

1. _____ and hereinafter referred to as the **“PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER”**, (which expression unless repugnant to the context and meaning thereof shall mean and include his heirs, legal representatives, executors, administrators and assigns) of the **SECOND 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 at and within **the** limits i.e. within **the** jurisdiction of Margao Municipal Council there exists a plot of land known as "MALBATA" situated at Pajifond, Margao Salcete Goa, which originally formed part of the entire land having the same name described in the Land Registration Office under no.

26664 of the New Series, (**Eastern part of four-fifths of the Eastern side which constitutes plot B of the larger property of the MALBATA**), enrolled in the Revenue Office of Salcete under no. 384, which as a distinct plot of land is bounded as follows:

On the East: by the road proceeding from Aquem to the road to the Cemetery

On the West: by the remaining part of the said plot B of Shri. Abdonio Francisco Antonio Da Costa

On the North: by the property of Pedro Francisco Fernandes surveyed under chalta No.86 of PT Sheet No.217, presently Owned by Vijaya Housing Cooperative Society.

On the South: by the property of Francisco Xavier Fernandes, presently surveyed under Chalta No 61 of P.T. Sheet No. 217 of Margao City,

which totally admeasures an area of 742 sq mts, surveyed under chalta no's. 56 to 60 and 89 of PT Sheet 217 of Margao City Survey, hereinafter referred to as the "**SAID PLOT**".

AND WHEREAS the said landed property, which consist of building structure with residential flats and 4 GARAGEs was earlier purchased by Mrs. Maria Purifacacao Jesuine Consolacao Miranda Gomes, daughter of Pedro Antonio Miranda, wife of Mr. Soter Paulo Menino Gomes by deed of Sale dated 02/12/1955 in the Judicial Division of Salcete at Margao from Pedru Francisco Fernandes and others.

AND WHEREAS presently there exists a building structure on the said plot which consist of two residential flats named "Flat X" and "Flat Y" having 4

house no. 218 to 221 and four GARAGEs/GARAGEs having house nos. from 222 to 225.

AND WHEREAS the first party purchased the said Property from the earlier owners of the said property namely Smt Dea Alemao,Anthony Alemao,Mr Anthony Paul Da Costa,Mrs Tulip D'Costa, Mrs Clarina D'Costa, Mr Vien D'sa, Miss Vanessa D'sa, Mr Hermett Liango Dcosta,Mrs Margaret Dcosta,Mr Estevam Da Costa,Mrs Thankamma Dcosta and Miss Martinha Da Costa who are the sucessors of Abdonio A. Fransico Da Costa and Souteir Paul Gomes vide Sale deed having Registration No MGO-BK1-04957-2014 dated 07-11-2014 ,thereby acquiring full and absolute right in the SAID PROPERTY.

AND WHEREAS the First party planned and approved one Commercial cum residential Building in the said Property duly approved from Margao Municipal Council consisting if 6 floors namely Lower Ground Floor, Intermediate Floor, Upper Ground Floor, First Floor, Second Floor, and Third Floor .

AND WHEREAS the FIRST PARTY is developing the said Land with Shops ,Offices and Flats in the Said Property vide **Construction License No. A/75/16-17** and the SECOND PARTY approached the FIRST PARTY to Purchase a Shop in the Said Proposed Building.

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

AND WHEREAS by virtue of the above said title Deeds and permission and licences obtained and under the authority of PROMOTERS/ DEVELOPERS, have the sole and exclusive right to construct and sell, the premises that shall be constructed in the said project and to enter into agreement/s with the Purchasers of the various premises, to receive the sale price in respect thereof;

AND WHEREAS the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER approached the PROMOTERS/ DEVELOPERS expressing their intention of purchasing a premises in the SAID PROJECT and demanded from the PROMOTERS/ DEVELOPERS all the title documents of the Said Property, of the Said Plot along with all approved plans, licences and permissions and in pursuance to such requisition all such papers and documents were furnished to the PURCHASERS viz.:

1. all the documents of title relating to the Said Plot and the plans, designs and specifications prepared by the member no. 3 of PROMOTERS/DEVELOPER'S Architects, all approvals, permissions, approved plan;
 2. the copies of Certificate of Title issued by the attorney at law or advocate of the member no. 3 of PROMOTERS/DEVELOPERS, to the Said Plot on which the Said Project is to be constructed;
 3. the copies of the plans of the Layout as approved by the concerned Authority;
 4. the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions at the Said Project;
- without making any other representation other than what has been represented in this agreement, making it absolutely clear that the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER may prefer to buy/acquire the premises in the SAID PROJECT only if he is satisfied and agreeable with the title of the member nos. 1 and 2 of the LAND OWNERS and development rights of PROMOTERS/DEVELOPERS and other terms and conditions of construction, sale, maintenance etc. furnished to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER.

AND WHEREAS the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER being satisfied, having verified through his lawyer, that the title of the SAID PLOT is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of

development in total and the terms, conditions, restrictions, obligations having been agreeable to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER of his own will and accord, has expressed unto the PROMOTERS/DEVELOPERS his willingness to purchase a premises in the Said Project and has requested unto the PROMOTERS/DEVELOPERS to construct and sell unto him the Shop/Flat_____, admeasuring _____ Sq. meters of Super built up area corresponding to _____ Sq. meters of carpet area, located on the _____Floor of the Said Project.

This Shop/Flat no. _____ is more particularly described in the **SCHEDULE D** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area as per conventional practice followed by the PROMOTERS/DEVELOPERS is as specified in **SCHEDULE E** hereunder.

AND WHEREAS at the request of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER and the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER having understood entire scheme of development as proposed in the SAID PLOT and its terms and conditions, PROMOTERS/DEVELOPERS has agreed to construct and sell to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, the SAID PREMISES for a total consideration of Rs. _____/- (Rupees _____ Only), being the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only, excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing.

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

1. The PROMOTERS/DEVELOPERS shall under normal conditions 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 PROMOTERS/DEVELOPERS shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER in respect of variations or modifications which may adversely affect the SAID PREMISES of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum 5% of built-up area) agreed to be sold to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER. 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 or PROSPECTIVE PURCHASER hereby agrees to purchase from the PROMOTERS/DEVELOPERS and they hereby agree to sell to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER the Shop no. ----, admeasuring ----- Sq. meters of built up area corresponding to ----- Sq. meters of carpet area, located on the ----- Floor of the Said Project 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 as per conventional practice followed by the PROMOTERS/ DEVELOPERS shall be as specified in **Schedule E** hereunder.

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

1.c. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER has paid on or before execution of this agreement a sum of Rs -----/- (Rupees ----- Only) as advance and hereby agrees to pay to the PROMOTERS/DEVELOPERS the balance amount of purchase -----/-, in the manner detailed out in **SCHEDULE F** 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 or PROSPECTIVE PURCHASER will also be paid by the member no. 3 of the PROMOTERS/DEVELOPERS in Indian rupees only.

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS undertakes and agrees that while raising a demand on the PROSPECTIVE ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the of PROMOTERS/DEVELOPERS 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 PROSPECTIVE ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments.

b) escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/PURCHASER to the SAID PREMISES or in case the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER desires use of material/s other than standard material/s that shall be provided or used by the member no. 3 of PROMOTERS/ DEVELOPERS.

However it is made absolutely clear that the PROMOTERS/DEVELOPERS has absolute discretion not to entertain the request for change/changes in the plan as desired by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER. 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 or PROSPECTIVE PURCHASER. All such changes desired by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, should be within the rules and regulations of competent authorities.

1.f. The PROMOTERS/DEVELOPERS shall confirm the final carpet area that has been allotted to the PROSPECTIVE ALLOTTEE/PURCHASER 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 PROMOTERS/ DEVELOPERS. If there is any reduction in the carpet area beyond the defined limit then PROMOTERS shall refund the excess money paid by PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER within forty-five days of written demand by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER. 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 PROSPECTIVE ALLOTTEE/PURCHASER, the PROMOTERS/DEVELOPERS shall demand the deficit money from the PROSPECTIVE ALLOTTEE/PURCHASER by written notice and the same shall be paid within the time mentioned in the said notice.

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

2.1 The PROMOTERS/DEVELOPERS hereby agree 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 or PROSPECTIVE PURCHASER, 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 PROMOTERS/DEVELOPERS as well as the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER. The member no. 3 of PROMOTERS/ DEVELOPERS, subject to clause 8 contained herein later, shall abide by the time schedule for completing the project and handing over the SAID PREMISES to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

3. PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is .00 square meters only and PROMOTERS/DEVELOPERS has planned to utilize FAR of .00 Sq. meters. The PROMOTERS/DEVELOPERS has disclosed the FAR of .00 as proposed to be utilized by him on the SAID PLOT in the Said Project and PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER has agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by PROMOTERS/DEVELOPERS by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS/DEVELOPERS only. Further, if before the completion of the sale deeds of all the premises in the SAID PROJECT, if the FAR of the SAID PLOT increases, the same shall be for the benefit of the PROMOTERS/LAND OWNERS/DEVELOPERS and the PROSPECTIVE ALLOTTEE/PURCHASER shall have no right thereto. Further, the PROMOTERS/LAND OWNERS/DEVELOPERS, at their absolute discretion, without the requirement of any consent of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER can transfer the Development Rights (of unused FAR) of the SAID PLOT to

any other property owned by them and the PROSPECTIVE ALLOTTEE/PURCHASER communicates irrevocable consent to such transfer.

4. The PROMOTERS/LAND OWNERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER shall be required to be obtained nor the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall create any obstruction to the PROMOTERS/LAND OWNERS/DEVELOPERS 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 PROMOTERS/LAND OWNERS/DEVELOPERS exclusively, the PROMOTERS/LAND OWNERS/ DEVELOPERS 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 or PROSPECTIVE PURCHASER shall be ever required to be obtained.

5. The PROMOTERS/DEVELOPERS hereby agrees that it shall assist the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER having signed the requisite papers for submission of application of registration of society.

6.1. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER agrees to pay to the PROMOTERS/DEVELOPERS interest at 10% per cent per annum for delayed payments on all the amounts which become due and payable by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER to the PROMOTERS/DEVELOPERS

under the terms of this Agreement from the date the said amount is payable by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER to the member no. 3 of PROMOTERS/ DEVELOPERS, till the same is actually paid and realised.

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

6.3. **Provided** that, PROMOTERS/DEVELOPERS shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, 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 or PROSPECTIVE PURCHASER fails to rectify the breach or breaches mentioned by PROMOTERS/DEVELOPERS 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 PROMOTERS/DEVELOPERS shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTERS/DEVELOPERS may in his absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be required to be

obtained nor the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS shall refund to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to member no. 3 of PROMOTERS/DEVELOPERS) 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 or PROSPECTIVE PURCHASER to the PROMOTERS/DEVELOPERS but the PROMOTERS/DEVELOPERS shall not be liable to pay to the ALLOTTEE/PURCHASER any interest on the amount so refunded. The liquidated damages shall be 90% of the sale premises till then paid by the ALLOTTEE/PURCHASER. Further, the PROMOTERS/DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER shall be liable to pay the differential amount to the PROMOTERS/DEVELOPERS within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTERS/DEVELOPERS shall make best endeavour to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER by 31/12/2019. If PROMOTERS/DEVELOPERS fails or neglects to give possession of the Said premises to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER except for reasons stated in succeeding clause 8, then the PROMOTERS/DEVELOPERS shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTERS/DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date and the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS 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 PROMOTERS/DEVELOPERS over the Said Project.
4. Force-majeure causes or other reasons beyond the control of the member no. 3 of PROMOTERS/ DEVELOPERS, 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.
5. 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 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.
6. Any additional work in the Said premises undertaken by the PROMOTERS/DEVELOPERS at the instance of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER.
7. Any delay or default by the PROSPECTIVE ALLOTTEES or PROSPECTIVE PURCHASERS in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTERS/DEVELOPERS under this Agreement).

8.1. The ALLOTTEE/PURCHASER 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 PROMOTERS/DEVELOPERS shall have sufficient time to complete the Said Project and provide other utilities.

9.1. **Procedure for taking possession** - The PROMOTERS/DEVELOPERS, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTERS/DEVELOPERS shall give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/PURCHASER, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTERS/DEVELOPERS as determined hereunder:

Maintenance charges for one year:

For Residential Premises : Rs. -----/-
For Commercial Premises : Rs. -----/-

The period of one year commences from the date of Occupancy Certificate, irrespective of the date of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/DEVELOPERS to maintain the said project and no monies shall be refunded to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER or to the Said Society.

The PROMOTERS/DEVELOPERS on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE or PROSPECTIVE

PURCHASER in writing within 15 days of receiving the occupancy certificate of the Project. If the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER fails to take possession within the time upon receiving a written intimation from the PROMOTERS/LAND OWNERS/DEVELOPERS as per clause 9.1 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER 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 allottees in their respective premises, if within a period of one year from the date of handing over the Said Premises to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER brings to the notice of the PROMOTERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER shall not be considered as defect/s}, then, wherever possible such defects shall be rectified by the PROMOTERS/DEVELOPERS at its own cost and in case it is not

possible to rectify such defects, then the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be entitled to receive from the PROMOTERS/DEVELOPERS compensation for such defect or change.

10. The total 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 or PROSPECTIVE PURCHASER shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it has been approved. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall use the parking space only for purpose parking the vehicle.

12. As the Society to be formed shall be maintenance society, the PROMOTERS/DEVELOPERS 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 PROMOTERS/LAND OWNERS/ DEVELOPERS) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER. 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 or PROSPECTIVE PURCHASER instead of executing the Sale Deed in 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 PROMOTERS/LAND OWNERS/DEVELOPERS as administrative charges for third party transfer. Administrative Charges payable, 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 or PROSPECTIVE PURCHASER.

13. Within 15 days after notice in writing is given by the PROMOTERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER 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 Plot 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 or PROSPECTIVE PURCHASER have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall pay to the member no. 3 of PROMOTERS/ DEVELOPERS, such proportionate share of outgoings as may be determined. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER further agrees that till the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER share is so determined, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall pay to the PROMOTERS/DEVELOPERS yearly contribution as provided in clause 9.1 above towards the maintenance. Further, PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall pay unto the PROMOTERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER to the member no. 3 of PROMOTERS/ DEVELOPERS, shall not carry any interest but any non-payment or default in payment of outgoings on time by PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be regarded as the default on the

part of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER and shall entitle the PROMOTERS/DEVELOPERS to charge interest @ 14% p.a. on the dues.

14. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTERS/DEVELOPERS whichever is earlier, pay to the member no. 3 of PROMOTERS/ DEVELOPERS, the following amounts :-

- (i) Rs. -----/- for share money, application entrance fee of the Society;
- (ii) Rs. -----/- towards legal fees for drafting of Sale Deed;
- (iii) 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 flat while Rs. 60,000/- for deposit towards infrastructure tax and electricity connection, transformer cost and house tax charges (one year) in respect of Shop;
- (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 PROMOTERS/ LAND OWNERS/DEVELOPERS:

The PROMOTERS/ LAND OWNERS/DEVELOPERS hereby represents and warrants to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER as follows:

- i. The PROMOTERS/ LAND OWNERS/DEVELOPERS as on date has Clear and marketable title with respect to the Said Plot; as declared in the title report and the PROMOTERS/ LAND OWNERS/DEVELOPERS 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 PROMOTERS/ LAND OWNERS/DEVELOPERS 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 PROMOTERS/ LAND OWNERS/DEVELOPERS 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 PROMOTERS/ LAND OWNERS/DEVELOPERS have 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 or PROSPECTIVE PURCHASER created herein, may prejudicially be affected;

vii. The PROMOTERS/ LAND OWNERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER under this Agreement but the PROMOTERS/ LAND OWNERS/DEVELOPERS are free to enter into any contract with third party to develop the Said Plot or any part thereof and no permission of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be required;

viii. The PROMOTERS/ LAND OWNERS/DEVELOPERS confirms that they as on date are not restricted in any manner whatsoever from selling the said premises to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER in the manner contemplated in this Agreement;

ix. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall pay and discharge 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 or PROSPECTIVE PURCHASER undertake to reimburse the PROMOTERS/ LAND OWNERS/DEVELOPERS 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 PROMOTERS/ LAND OWNERS/DEVELOPERS in respect of the Said Plot and/or the Project as on date.

16. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER for himself/herself/themselves with intention to bring all persons into whosoever is hands the Said premises may come, hereby covenants with the PROMOTERS/ LAND OWNERS/DEVELOPERS as follows :-

- i. To maintain the Said premises at the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER in this behalf, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall be liable for the consequences of the breach.
- iii. To carry out at PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 PROMOTERS/

LAND OWNERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE or PROSPECTIVE 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 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 PROMOTERS/ LAND OWNERS/DEVELOPERS 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 plot and the building in which the Said premises is situated.
- vii. Pay to the member no. 3 of the PROMOTERS/DEVELOPERS within fifteen days of demand by the member no. 3 of the PROMOTERS/DEVELOPERS, share of security deposit and other amounts as demanded by the member no. 3 of the PROMOTERS/DEVELOPERS, 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 or PROSPECTIVE PURCHASER to any purposes other than for purpose for which it is sold.
- ix. The PROSPECTIVE ALLOTTEE or PROSPECTIVE 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 premises until all the dues payable by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER to the member no. 3 of the under this Agreement are fully paid up and only if the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER has/have intimated in writing to the PROMOTERS/LAND OWNERS/DEVELOPERS and obtained the written consent of the PROMOTERS/LAND OWNERS/DEVELOPERS for such

transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises or any instrument creating any right or interest in favour of the third party, before registration of the sale deed by the PROMOTERS/LAND OWNERS/DEVELOPERS unto the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER, without the consent of the PROMOTERS/LAND OWNERS/DEVELOPERS shall be invalid.

- x. The ALLOTTEE/PURCHASER along with other ALLOTTEE/PURCHASER of Said premises in the said project shall join in forming and registering the Society to be known by such name as the PROMOTERS/LAND OWNERS/DEVELOPERS 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 member no. 3 of the PROMOTERS/DEVELOPERS within seven days of the same being forwarded by the member no. 3 of the PROMOTERS/DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASERS, so as to enable the member no. 3 of the PROMOTERS/DEVELOPERS to register the common organisation of PROSPECTIVE ALLOTTEES or PROSPECTIVE PURCHASERS. No objection shall be taken by the PROSPECTIVE ALLOTTEES or PROSPECTIVE PURCHASERS 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 or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER and till one year from the date the maintenance of the Said Project is under the control of the member no. 3 of the PROMOTERS/DEVELOPERS, the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall permit the member no. 3 of the PROMOTERS/DEVELOPERS and its 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 or PROSPECTIVE PURCHASER shall abide by the directions/requisitions made by the member no. 3 of the PROMOTERS/DEVELOPERS towards the upkeep and or maintenance of the said premises.
- xiii. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall have no reserved or allocated parking slot. The vehicle of the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER or those visiting PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall not block or create obstructions to the others.

- xiv. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall not be entitled to partition their share from the SAID PLOT.
- xv. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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.
- xvi. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the member no. 3 of the PROMOTERS/DEVELOPERS constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the member no. 3 of the PROMOTERS/DEVELOPERS or the Society and local civic body.
- xvii. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER agree to abide by the rules specified by the member no. 3 of the PROMOTERS/DEVELOPERS and shall maintain the uniformity of the elevation and shall not lower the floor of the Said Premises.
- xviii. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER agree/s to install the external units of the Air Conditioners only in the place as specified by the member no. 3 of the PROMOTERS/DEVELOPERS.
- xix. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 outside the said premises or any other open space.
- xx. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER agree/s to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking

due permission from the member no. 3 of the PROMOTERS/DEVELOPERS.

- xxi. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall agree to leave the 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 member no. 3 of the PROMOTERS/DEVELOPERS 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 member no. 3 of the PROMOTERS/DEVELOPERS. The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER is/are expected to inquire with the member no. 3 of the PROMOTERS/DEVELOPERS 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 or PROSPECTIVE PURCHASER shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS/LAND OWNERS/DEVELOPERS.

20. The name of the said project shall be "*SYMPHONY*" and that of the Society that shall be formed shall be named "SYMPHONY Co-operative Maintenance Housing Society Ltd." at all times which the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER 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 or PROSPECTIVE PURCHASER shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

22. 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.

23. RIGHT TO AMEND

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

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

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 or PROSPECTIVE PURCHASER of the Said premises, in case of a transfer, as the said obligations go along with the Said premises for all intents and purposes.

25. 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.

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

Wherever in this Agreement it is stipulated that the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER has to make any payment, in common with other PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER in Project, the same shall be computed on proportionate/pro-rata basis by the member no. 3 of the PROMOTERS/DEVELOPERS on the super built up area of the said premises and borne by the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER accordingly.

27. 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.

28. The member no. 3 of the PROMOTERS/DEVELOPERS and/or PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER 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 member no. 3 of the PROMOTERS/DEVELOPERS will attend such office and admit execution thereof.

29. That all notices to be served on the member no. 3 of the PROMOTERS/DEVELOPERS and the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER or the member no. 3 of the PROMOTERS/DEVELOPERS by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

SCHEDULE A-

ALL that landed property known as "MALBATA" situated at Pajifond, Margao Salcete Goa, which originally formed part of the entire land having the same name described in the Land Registration Office under no. 26664 of the New Series, **(Eastern part of four-fifths of the Eastern side which constitutes plot B of the larger property of the MALBATA)**, enrolled in the Revenue Office of Salcete under no. 384, which totally admeasures an area of 742 sq mts, surveyed under chalta nos. 89 ,56 to 60 of PT Sheet 217 of Margao City Survey, which as a distinct plot of land is bounded as follows:

- | | |
|---------------|--|
| On the East: | by the road proceeding from Aquem to the road to the Cemetery |
| On the West: | by the remaining part of the said plot B of Shri. Abdonio Francisco Antonio Da Costa, presently bearing surveyed under Chalta No 88 of PT sheet No 217 of Margao City |
| On the North: | by originally the property of Pedro Francisco Fernandes, presently surveyed under chalta No.86 of P.T. Sheet No 217 of Margao City ,and presently Owned By Vijaya Housing Cooperative Society. |

On the South: by the property of Francisco Xavier Fernandes, presently surveyed under Chalta No 61 of P.T. Sheet NO 217 of Margao City

The said property which totally admeasures an area of 742 sq mts, surveyed under chalta no's. 89, 56 to 60 of PT Sheet 217 of Margao City Survey and consisting of building structure of residential flats “X” and “Y” on the upper floor with House No. 218,219,220 and 221 and GARAGEs on the ground floor having no. 222,223,224,225.

SCHEDULE B
(OF THE SAID PREMISES)

ALL THAT Shop/Flat /Office no. -----, admeasuring ----- Sq. meters of built up area corresponding to ----- Sq. meters of carpet area, Superbuilt Up area ----- m2 located on the ----- Floor of the complex known as “-----” under construction in the SAID PROPERTY and is bounded as under:

- On the East : by -----;
- On the West : by -----;
- On the North : by -----;
- On the South : by -----

The SAID PREMSIES is better identified in the PLAN annexed hereto and the same forms part of this agreement.

SCHEDULE C
(AREASTATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:
Super Built-up area : ----- Sq. meters;
Carpet Area : ----- Sq. meters.

SCHEDULE F
(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER shall make the payment to the PROMOTERS/LAND OWNERS CUM DEVELOPERS as per the Schedule given below:
DEVELOPERS as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of booking/ executing this agreement	(-----%) Rs. ----/-
ii)	On the completion of Plinth	(-----%) Rs. ----/-
iii)	On the completion of 1 st Slab	(-----%) Rs. ----/-
iv)	On the completion of 2 nd Slab	(-----%) Rs. ----/-
v)	On Completion of masonry	(-----%) Rs. ----/-
vi)	On Completion of External Plaster	(-----%) Rs. ----/-
vii)	On completion of Internal plastering	(-----%) Rs. ----/-
viii)	On completion of plumbing and flooring	(-----%) Rs. ----/-
ix)	On completion of electrical	(-----%) Rs. ----/-
x)	On completion of Painting	(-----%) Rs. ----/-
xi)	At the time of possession	(-----%) Rs. ----/-
	TOTAL	Rs. (-----%) Rs. --- --/-/-

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

SCHEDULE G

(Project Specification)

Structural Features: RCC framed structure as per approved plans

Flooring: vitrified tiles and skirting shall be provided to suit the floor.

Shutter: 3.5 metre G.I shutter will be provided for the shop.

Electrical: -----Phased electricity with premium quality tri-rated double insulated wire, concealed electrical wiring, power points for: fans, 2 lights, 1 plug and 15 amps point.

Wall finish/Painting: Internal walls shall be painted with acrylic paints of 2 coats and external walls shall be painted with cement paint.

Plumbing work: water supply shall be through G.I. pipes or PVC pipes of necessary dia. Underground sump & overhead tank.

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
PROMOTERS/LAND OWNERS/DEVELOPERS:**

JMD DEVELOPERS

PROMOTERS/LAND OWNERS/DEVELOPERS

The party of the First part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF **mr Varun S.
Kudchadkar**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **mr Varun S.
Kudchadkar**

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
PROSPECTIVE ALLOTTEE or PROSPECTIVE PURCHASER:**

The party of the second part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF -----

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF -----

Witnesses:

- 1.
- 2.