

AGREEMENT FOR SALE

THIS AGREEMENT made at Quepem, Goa on this 1st day of January of the year Two Thousand and Twenty (01/01/2020)

- BETWEEN -

(1) **NIRMAL ESTATES**, a Partnership Firm, duly registered under Indian Partnership Act, 1932 with Registered of Firm of Salcete, Margoa under no, MGO-F246-2013 dt.31.10.2013 having office at Shop No. F-23, Nirmal Residency, Tilamol, Quepem, Goa, PAN Card No. AAMFN0693G, represented herein through it partner, duly authorized, **MR. DOMNICK FERNANDES**, son of late Joaquim Manuel Fernandes, aged 75 years, married, businessman, PAN Card No.AACPF755R, Aadhar Card No. 5859 1407 3230, Indian National, resident of H.No.8/9, Tilamol, Xeldem, Quepem, Goa, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, successors and assigns) of the ONE PART.

- AND -

(2) MR/MRS, son/ daughter....., aged . . years, married/unmarried, occupation:....., PAN Card No....., Aadhar Card No, Indian National, resident of, hereinafter referred to as the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning there of be deemed to include his/her heirs, executors, administrators, successors and assigns) of the OTHER PART.

WHEREAS the PROMOTER are sole owners and possessors of a plot of land, namely all that Plot No.28, admeasuring 533.00 (five hundred thirty three) sq.mts, surveyed under No.136/12-B-28 of village Xeldem of Quepem Taluka, more particularly described in the SCHEDULE "B" hereunder and hereinafter referred to as "the project land", forming part of the property known as "SONFATORE or SONAFATORE or SONDAFOTOR", situated at village Xeldem, within the area of Village Panchayat of Xeldem, Taluka and Sub-District of Quepem, District of South Goa, State of Goa registered in the land Registration office under No.5550 and enrolled in the Land Revenue office of Quepem under Nos.181, 183, 185, 187 and 190, more particularly described in the SCHEDULE "A" hereunder;

AND WHEREAS the PROMOTER acquired the said project land by purchase by virtue of Deed of Sale dt.19.01.2018 registered in the Sub-Registrar of Quepem under No. QPM-BK1-00132/2018 dt. 19.01.2018;

AND WHEREAS the PROMOTER in order to develop the said project land by constructing a building thereon obtained construction licence from village Panchayat of Xeldem-Tilamol, Quepem, Goa under Licence No. VP/X/Const. Licence/2018-19/93 dt.27.04.2018 with prior Technical Clearance Order from Deputy Town Planner, Town and country Planning Department, Quepem under No. TPQ /QPM/5469/Xeldem/136/12-B-28/2018/527 dt.25.04.2018, NOC from Health Officer, community Health Centre, Curchorem under Ref. No.CHCC/Const/2018-19/382 dt.25.05.2018 and Conversion Sanad from collector of South Goa, Margao under Ref. No. COL/SG/CONV/33/2011/6154 dt. 29.06.2011;

AND WHEREAS THE PROMOTER has proposed to construct on the project land a building complex comprising of a building with ground floor with eight stilt parking and one flat and upper two floors with three flats each on each floor;

AND WHEREAS the ALLOTTEE has agreed to purchase an Apartment, namely Apartment No. . . . on the floor (hereinafter referred to as the "said Apartment") in said building complex called Nirmal Block B (hereinafter referred to as the "said building") being constructed in the said project land;

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

AND WHEREAS THE PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority constituted by Government of Goa at Panaji under No..... Authenticated copy is attached in Annexure;

AND WHEREAS the PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the

PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

AND WHEREAS the PROMOTER as owner and possessor of the project land has sole and exclusive right to sell the Apartments in the said building to be constructed by the PROMOTER on the project land and to enter into Agreement with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE, the PROMOTER has given inspection and copies to the ALLOTTEE of all the documents of title relating to the project land and the plans, design and specifications prepared by the PROMOTER'S Architects, Mrs. Deborah L. Rodrigues 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 hereunder and the ALLOTTEE has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the PROMOTER or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authentication 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 ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto ;

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

obtain the balance approvals from various authorities from time to time, so as to obtaining building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the Project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building shall be granted by the concerned competent authority;

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

AND WHEREAS the ALLOTTEE has approached the PROMOTER for purchase of an Apartment, namely Apartment No..... On the floor in said uilding complex in the said project land;

AND WHEREAS the carpet area as defined under clause (K) of Section 2 of the said Act of said Apartment is Square meters;

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

AND WHEREAS, prior to the execution of these presents, the ALLOTTEE has paid to the PROMOTER a sum of Rs /- (Rupees only), being an advance payment as provided in Section 3 of the said Act, (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the ALLOTTEE has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the PROMOTER has registered the project under the provisions of the Real Estate (Regulation and 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 is required to execute a written Agreement for sale of said Apartment with the ALLOTTEE, and also to register said Agreement under the Registration ACT, 1908 (Central Act 16 of 1908);

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the said Apartment and covered parking on the ground floor under No.....;

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

1. The PROMOTER shall construct the said building consisting of ground floor and two upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time wherever applicable.

Provided that the PROMOTER shall have to obtain prior consent in written of the ALLOTTEE in respect of the variations or modifications which may adversely affect the Apartment of the ALLOTTEE, except any alterations or addition required by any Government authorities/local body or due to change in law.

1. (a) (i) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE Apartment No ... of carpet area admeasuring sq. meters on floor in the building in said complex in said Apartment”) as shown in the floor plan thereto hereto annexed for the consideration of Rs/- (Rupees only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the SCHEDULE annexed herewith.

(ii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE stilt parking bearing No..... on the ground floor for the consideration of Rs.....

1 (b) The total aggregate consideration amount for the apartment including stilt parking is thus Rs (Rupees only).

1 (c) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs/-(Rupees only) i.e.10% of total consideration, as advance payment and hereby agrees to pay to the PROMOTER the balance amount of Rs /- (Rupees only) in following manner:

i) Amount of Rs (not exceeding of 30% of total consideration) to be paid to the PROMOTER after execution of Agreement ;

ii) Amount of Rs (not exceeding 45% of total consideration) to be paid to the PROMOTER on completion of the Plinth of the building in which the said Apartment is located;

iii) Amount of Rs..... (Not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs of the building in which the said Apartment is located, namely –

a) Amount of Rs on casting of first slab;

b) Amount of Rs on casting of second slab,

c) Amount of Rs on casting of third slab,

iv) Amount of Rs (Not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings , door of the said apartment;

v) Amount of Rs (Not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of sanitary fittings, stair case, lobbies upto the floor level of the said apartment;

vi) Amount of Rs (Not exceeding 85% of total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster , elevation , terraces with water proofing of the building in which the said Apartment is located ;

vii) Amount of Rs (Not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of water pump, electrical fittings, entrance lobby/s and all other requirements as may be specified ;

viii) Balance amount of Rs Against and at the time of handing over of the possession of the Apartment of the Allottee on or after receipt of occupancy certificate or completion certificate.

1 (c) The total price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of infrastructure tax, GST and Cess or any other taxes which may be levied in connection with the construction of and carrying out the Project payable by the PROMOTER) upto the date of handing over the possession of the Apartment. The said taxes, cesses etc shall be paid to the ALLOTTEE to the PROMOTER separately on demand.

1(d) The total price is escalation free, save and except escalation/increases, due to increase on account of development charges/taxes payable to the competent authority and /or other increases in charges/taxes or other which may be levied or imposed by the competent authority, Local Bodies/ Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost of levies imposed by the competent authorities etc, the PROMOTER shall enclose the said notification/order/rule/regulations/published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

1 (e) The PROMOTER may allow, in its sole discretion a rebate for early payments of equal installments payable by the ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the PROMOTER.

1 (f) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE 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, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any

reduction in the carpet area within the defined limit then PROMOTER shall refund the money paid by the ALLOTTEE within forty five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development), Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1 (a) of this Agreement.

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

2.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificate in respect of the Apartment.

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the PROMOTER as per the Agreement. Similarly, the ALLOTTEE shall make timely payments of the installment and other dues payable by her and meeting the other dues payable by her and meeting the other obligations

under the Agreement subject to the simultaneous completion of construction by the PROMOTER, as provided in clause (b) here in above.

2. The PROMOTER hereby declares that the Floor Area Ratio available as on the date in respect of the project land is 426.40 square meters only and the PROMOTER has planned to utilize Floor area ratio of 422.99 by availing of TDR or FAR available on payment of premiums or FST available as incentive FSI by implementing various Scheme as mentioned in the development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The PROMOTER has disclosed the Floor Space Index of 79.36% as proposed to be utilized by him on the project land in the said project and ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the PROMOTER only.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession. The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the said rules, on all the delayed payment which become due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOT-TEE to the PROMOTER.

4.2 Without prejudice to the right of PROMOTER to change interest in the terms of sub clause 4.1 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of installments, the PROMOTER shall at their own option, may terminate this Agreement; provided that PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by registered post AD at the address provided by the ALLOTTEE and mail at the

e-mail address provided by the ALLOTTEE, of their intention to terminate this Agreement and of the specific branch or branches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE fails to rectify the branch or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the PROMOTER) within a period of sixty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the ALLOTTEE to the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fitting and amenities to be provided by the PROMOTER in the said building and the Apartment as are set out in ANNEXURE annexed hereto.

6. The PROMOTER shall give possession of the Apartment to the ALLOTTEE on before day of May, 2021. If the PROMOTER fails or neglects to give possession of the Apartment to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment of the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

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

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/Court.

7.1 Procedure for taking possession. The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE as per the Agreement shall offer in writing the possession of the Apartment, to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTER shall give possession of the Apartment to the ALLOTTEE. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE agrees to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on their behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the project.

7.2 The ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of ALLOTTEE to take possession of Apartment upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the Apartment from the PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the PROMOTER shall give possession of the Apartment to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 7.2, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoings and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the ALLOTTEE, the ALLOTTEE bring to the notice of the PROMOTER any structural defect in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER

compensation for such defect in the manner as provided under the Act. In case the ALLOTTEE carry out any work within the apartment after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments, then in such an event the PROMOTER shall not be liable to rectify or pay compensation. But the PROMOTER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity Variations in temperature, electrical conduits etc. cannot be considered as defective work.

8. The ALLOTTEE shall use the Apartment or any Part thereof or permit the same to be used only for purpose of residence and shall use stilt parking for purpose of keeping parking light vehicle.

9. The ALLOTTEE along with other allottees of Apartments in the building shall join in forming And registering the Society or Association or a Limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and executes the application for registration and /or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye Laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organization of ALLOTTEE. No objection shall be taken by the ALLOTTEE, if any, changes or modifications are made in the draft bye-Laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any Other Competent Authority.

9.1 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the Apartment is ready for use and occupancy the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e.in proportion to the carpet area of the Apartment) of outgoings in respect of the project Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges or insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land

and building. Until the association of allottees is formed and the maintenance of the said structure of the building is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined.

The ALLOTTEE further agrees that till the ALLOTTEE'S share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly/yearly contribution of Rs. _____ per

month/annum towards the outgoings. The ALLOTTEE undertakes to pay such provisional monthly

Contribution and such proportionate share of
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Outgoings regularly on the 5th day of each and every month in advance and shall not withhold

the same for any reason whatsoever. It is agreed

that the non-payment or default in payment of outgoings on time by ALLOTTEE shall be regarded

as the default on the part of the ALLOTTEE and

shall entitle the PROMOTER to charge interest on

the dues, in accordance with the terms and conditions contained herein.

10. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the PROMOTER, the following amounts :-

(i) Rs. for share money, application entrance fee of the Society or Association or any other legal entity;

(ii) Rs. for formation and registration of the Society or Association or any other

legal entity;

(iii) Rs..... for proportionate share of taxes and other charges/levies in respect of the Society or Association or any other legal entity;

(iv) Rs..... for deposit towards provisional monthly contribution towards goings of Society or Association or any other legal entity;

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(v) Rs..... for deposit towards water , electric and other utility and services connection charges;

(vi) Rs for deposits of electrical receiving , transformer and

(vii) Rs as legal charges;

(viii) Rs as infrastructure tax;

(ix)Rs as Corpus in respect of the Society or Association or any legal entity ;

(x) Rs as stamp duty and registration charges .

11. The ALLOTTEE shall pay to the PROMOTER a sum of Rs..... for meeting all legal costs , charges and expenses , including professional costs of the legal practitioner of the PROMOTER in connection with formation of the said Society or Association or legal entity and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or transfer of the structure of the building, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE'S share of stamp duty and registration charges payable by the said society or other legal entity

on such conveyance or transfer or any other documenter instrument of transfer in respect of the structure of the said building. At the time of registration of conveyance or transfer of the

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project land, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE'S share of stamp duty and registration charges payable by the said Society or other legal entity on such conveyance or transfer or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of such society or legal entity. In case of formation of maintenance society, respective apartment with proportionate share in land shall be conveyed and transferred to respective purchaser/allottee and the ALLOTTEE herein shall pay all stamp duty, registration charges, legal fees etc. in respect of transfer of said apartment

With proportionate share in land in the name of the ALLOTTEE.

13. REPRESENTATION AND WARRANTIES OF THE PROMOTER :

The PROMOTER hereby represents and warrants to The ALLOTTEE as follows :

- i) The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project ;

(ii) The PROMOTER has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project ;

(iii) There are no encumbrances upon the project land or the project ;

(iv) There are no litigations pending before any Court of Law with respect to the project land or Project ;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the PROMOTER has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas ;

(vi) The PROMOTER has the right to enter into

this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected ;

(vii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement ;

(viii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE in the manner contemplated in this Agreement ;

(ix) At the time of execution of the conveyance deed of the structure to the association of allottees, the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees ;

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(x) The PROMOTER has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and tax and other monies, levies, impositions, premiums, damages

and/or penalties and other outgoings, whatsoever,
payable with respect to the said project to the
competent Authorities ;

- (xi) No notice from the Government or any other
local body or authority or any legislative enact-
ment, Government ordinance, order, notification
(including any notice for acquisition or requi-
sition of the said property) has been received or
served upon the PROMOTER in respect of the
project land and/or the Project ;

14. The ALLOTTEE with intention to bring all
persons into whosoever hands the Apartment may
come hereby covenants with the PROMOTER as fol-
lows :

- (i) To maintain the Apartment at the ALLOTTEE'S
own cost in good tenantable repair and condi-
tion from the date the possession of the Apartment
is taken and shall not do or suffer to be done
anything in or to the building in which the Apart-
ment is situated which may be against the rules,
regulations or bye-laws or change/alter or make

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addition in or to the building in which the Apart-
ment is situated and the Apartment itself or any
part thereof without the consent of the local
authorities, it required ;

- (ii) Not to store in the Apartment 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 Apartment 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 which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.

- (iii) To carry out at his/her own costs all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be
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done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the con-

cerned local authority and/or other public authority ;

Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewer, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in

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any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the PROMOTER and /or the Society or the legal entity.

- (iv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance ;

- (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from

the said Apartment in the compound or any portion of the project land and the building in which the apartment is situated ;

(vi) Pay to the PROMOTER within fifteen days of demand by the PROMOTER, her share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated ;

(vii) 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

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authority, on account of change of user of the Apartment by the ALLOTTEE for any purposes other than for purpose for which it is sold ;

(viii) The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up ;

(ix) The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the legal entity may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time for protection

and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulation and conditions laid down by the Society/legal entity regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually

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towards the taxes, expenses or other outgoings in accordance with the term of this Agreement ;

15. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or legal entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received .

16. Nothing contained in this Agreement is intended to be not shall be constructed as a granted premise or assignment in law, of the said Apartments or of the said plot/project land and the

Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Apartment along with proportionate individual share hereby agreed to be sold to him. All unsold or un-allotted apartments/premises shall continue to remain the property of the PROMOTER until sold/allotted.

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17.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Apartment and, if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such Apartment.

18.BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly appears for regis-

tration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER.

If the ALLOTTEE fails to execute and delivers to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOT-

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TEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever but after deducting 15 % of the amount as liquidated damages /

19.ENTIRE AGREEMENT :

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

20.Right to AMEND :

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

21.PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES :

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22.SEVERABILITY :

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

necessary to confirm to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24.FURTHER ASSURANCES

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transactions contemplated

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herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25.PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER at the Promoter's office or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub - Registrar. Thereafter this Agreement shall be deemed to have been executed.

26.The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

27.That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly

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served if sent to the ALLOTTEE or the PROMOTER by Registered Post AD and notified email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Allottee :

Address :

Notified Email ID :

PROMOTER'S NAME : NIRMAL ESTATES

Address :

Notified Email ID :

It shall be the duty of the ALLOTTEE and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post 37

failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE as the case may be .

28.JOINT ALLOTTEES (if applicable)

That in case there are joint Allottees all communications shall be sent by the PROMOTER to the ALLOTTEE whose name appears first and at

the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

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

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31. GOVERNING LAW :

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

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

first above written.

SCHEDULE ABOVE REFERRED TO:

SCHEDULE "A"

(Description of entire property)

ALL THAT property known as "SONAFATORE or SONA FATORE or SONDAFATORE", situated at Village Xeldem, within the area of Village Panchayat of Xeldem, Taluka and Sub-District of Quepem, district of South Goa, State of Goa, registered in the Land Registration Office under No. 5550 and 39

enrolled in the Land Revenue Office of Quepem under Nos. 181, 183, 185, 187 and 190 and surveyed under various survey Nos. including survey No.136/12 of Village Xeldem of Quepem Taluka and bounded on the east by top of the hill, on the west by property Baidagalunga of Pundalik Naraina Sinai and others, on the north by paddy field Sonafatore and on the south by property Churni Fatorgalevoril of Mathews Clemente and others.

SCHEDULE "B"

(Description of the said plot)

All the Plot No.28, admeasuring 533.00 (five hundred thirty three) sq.mts, surveyed under

No. 136/12-B-28 of Village Xeldem of Quepem Taluka,
forming part of the entire property described in
the SCHEDULE "A" above, and forming an independent
and separate property is bounded on the east by
Plot No.29 surveyed under Survey No. 136/12-B-46 of the same property,
on the west by Plot No.27 surveyed under Survey No. 136/12-B-45 of the same property,
on the north by 8 mts wide reserved road of
the same property and on the south by remaining
part of the same property under Survey No. 133/16.

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SCHEDULE "C"

(Description of the said plot)

ALL THAT Apartment No. located on the
floor of proposed building to be constructed in
said plot described in the SCHEDULE above and to be
names as "NIRMAL SQUARE BLOCK B", which apartment
has carpet area of(.....)
sq.mts, shown in the plan annexed hereto and bounded
on the east by , on the west
by , on the north by
and on the south by

SPECIFICATIONS

(FIXTURES, FITTINGS AND AMENITIES)

SIGNED AND DELIVERD BY

THE WITHNAMED PROMOTER :

DOMNIC FERNANDES

Authorized Partner,

NIRMAL ESTATES

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SIGNED AND DELIVERED BY

THE WITHNAMED ALLOTTEE :

In the presence of

WITNESSES :

1. _____

Name :

Address :

2. _____

Name :

Address :