

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and executed at Panaji Goa, on this ___ day of _____, in the year Two Thousand and Twenty Two (____.____.2022).

BETWEEN

ALCON CONSTRUCTIONS (GOA) PVT. LTD., a Private Limited Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Sukerkar Mansion, 1st Floor, M.G. Road, Panaji, Goa, Holding PAN Card No. _____, represented in this Act by its Director **MR. AAKASH NANDA NAIK KHAUNTE**, son of Shri Nanda Sadassiva Naique Counto, age 40 years, married, business, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbhel, Ribandar, Tiswadi, Goa, having Aadhar Card No. _____, authorized by virtue of Board Resolution dated 2nd January 2012, hereinafter referred to as the “**OWNER/PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and / or permitted assigns) of the **ONE PART**.

AND

Mr. / Mrs. _____, son / daughter of _____, age _____ years, married, (occupation), residing at _____, holding PAN Card No. _____ and Aadhar Card No. _____, Mobile No. _____, Email ID _____, hereinafter referred to as the “**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, successors-in-interest and/ or permitted assigns) of the **OTHER PART**.

The present Agreement is executed by **MR. AAKASH NANDA NAIK KHAUNTE** on behalf of the “**OWNER/PROMOTER**” and in pursuance of the Power of Attorney dated 09.11. 2012, duly registered before the Office of the Sub-Registrar of Ilhas under No. PNJ-BK4-00048-2012, CD Number PNJD18, dated 12.11.2012, executed by the “**OWNER/PROMOTER**”, the “**OWNER/PROMOTER**” has

authorized **MR. NIKHIL V. NAIK**, son of Shri Vasant A. Naik, 33 years of age, having PAN No. _____, Aadhar Card No. _____, unmarried, Indian National, residing at House No. 37, Aroba Dhargal, Pernem Goa, to represent the present instrument for registration and admit the execution and registration of this document before the competent Sub-Registrar.

The “OWNER/PROMOTER” and “PURCHASER/ALLOTTEE” shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

A. The “OWNER/PROMOTER” is the absolute and lawful owner of the property known as “**CAVATEACHEM XETT**”, situated at Taleigao , within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 admeasuring 362.00 sq.mtrs and 112/2 admeasuring 12,931.00 sq.mtrs of Village Taleigao and is registered in the Land Registration Office of Ilhas under No. 11645 at page 180V, of Book B-39 New and enrolled in the Taluka Revenue Office of Ilhas under No. 77, which property is hereinafter referred to as the “**SAID LARGER PROPERTY**” for the sake of brevity and convenience and the said Larger Property is better described in Schedule-I hereto.

B. AND WHEREAS by Deed of Sale dated 14.11.2006, registered under No. 575 at pages 233 to 271 of Book No. I, Volume No. 1759 dated 02.03.2007, at the Office of the Sub-Registrar of Ilhas, entered into between Mrs. Anjali Nagesh Karpe as the Owner/Vendor and M/s. Alcon Construction (Goa) Private Limited, as the Purchaser and M/s. Alcon Developers as a Confirming Party therein and by another Deed of Sale dated 01.03.2007, registered under No. 1217 at pages 234 to 276 of Book No. I, Volume No. 1791 dated 08.05.2007, at the Office of the Sub-Registrar of Ilhas, entered into between Mr. Vassudev Dhakuli Shirodkar and his wife Mrs. Surekha V. Shirodkar as the Owners/Vendors and M/s. Alcon Construction (Goa) Private Limited., as the Purchaser and M/s. Alcon Developers as a Confirming Party therein, **M/S. ALCON CONSTRUCTION (GOA) PVT. LTD.**, acquired the absolute right, title, interest and

possession of the said Larger Property “**CAVATEACHEM XETT**”, situated at Taleigao, within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 admeasuring 362.00 square meters and 112/2 admeasuring 12,931.00 square meters. The title of the “**OWNER/PROMOTER**” to the said Larger Property described in Schedule I is set out in the Certificate of Title issued to the “**OWNER/PROMOTER**” by their Advocate which Certificate of Title is annexed hereto as **ANNEXURE 1**.

- C. **AND WHEREAS** the part of the said Larger Property has been acquired by Executive Engineer, Works Division III (PHE N), Public Works Department, Government of Goa to the extent of 128 square meters and upon acquisition, the said acquired portion has been allotted separate Survey No. 112 sub-division 2-A of Village of Taleigao. The portion acquired from the said Larger Property admeasuring an area of 128.00 square metres bearing Survey No. 112 sub-division 2-A of village Taleigao is better described in SCHEDULE -II hereto and hereinafter referred to as the “**SAID ACQUIRED PORTION**”.
- D. **AND WHEREAS** by virtue of the **SAID ACQUIRED PORTION** the **SAID LARGER PROPERTY** is severed into 2 parts, one falling on the southern part of the property bearing Survey No. 112 sub-division 2-A of Village of Taleigao, which as a unit admeasures 1176.33 square meters and the other portion falling on the northern side of the property bearing Survey No. 112 sub-division 2-A of Village of Taleigao, which as a unit admeasures 11988.67 square meters.
- E. **AND WHEREAS** the “**OWNER/PROMOTER**” has developed and constructed a residential complex known as “**ESTRELA**” in a phased manner constructed on the part of the **SAID LARGER PROPERTY** described in SCHEDULE I of which the first phase of project “**ESTRELA**” comprises of residential complex having 4 multistoried buildings identified as Building I, II, III & IV also known as Building A, B, C and D respectively having basement, stilts plus eight residential floors as per the plans approved by the concerned authorities, constructed

on the part of the SAID LARGER PROPERTY comprising of an area admeasuring to the extent of 6595 square meters of property bearing Survey No. 112/1 and Survey No. 112/2 (P) of Village Taleigao, for which the Completion Certificate bearing No. GPPDA/223/ PNJ/604/19 dated 24/11/2019, issued by Greater Panaji Planning And Development Authority, Panaji – Goa and Occupancy Certificate bearing Ref. No. VP/TLG/OCCUP 127/47/19-20/3481, dated 31.01.2020, issued by the Office of Village Panchayat of Taleigao has been obtained by the “OWNER/PROMOTER”.

- F. AND WHEREAS the balance portion of the SAID LARGER PROPERTY, besides the SAID ACQUIRED PORTION described in SCHEDULE II and the area occupied for development and construction of residential complex “ESTRELA”, is described in SCHEDULE III hereunder and shall hereinafter referred to as the “SAID PROPERTY”.
- G. The SAID PROPERTY described in SCHEDULE III is a distinct and separate property, independent of the land where the first phase of residential complex “ESTRELA” is constructed.
- H. The SAID PROPERTY is admeasuring **5394 sq.mtrs** comprising of Survey No. 112/1 & 112/2 (P) of Village Taleigao, Taluka Tiswadi, Registration Sub-District of Ilhas, District North Goa in the State of Goa, which shall herein after referred to as the “SAID PROPERTY/SAID PROJECT LAND” more particularly described in SCHEULE III hereunder and the SAID PROPERTY/SAID PROJECT LAND is delineated in red colour boundary line on the plan annexed hereto and marked as **ANNEXURE 2**
- I. The SAID PROJECT LAND/SAID PROPERTY belongs to the OWNER /PROMOTER and the OWNER/PROMOTER is in absolute possession of the same.
- J. The OWNER/PROMOTER is desirous of developing and constructing a residential complex named as “ESTRELA II” (hereinafter referred to as the “PROJECT”) on the SAID PROJECT LAND.

- K. Pursuant to the construction licenses and approved layout plan duly sanctioned by the Sanctioning Authorities details of the approvals are set out at **ANNEXURE 3**, OWNER/PROMOTER is presently constructing a residential complex **“ESTRELA II”** comprising of building blocks **V & VI having basement, stilt plus eight residential floors, Club House, Swimming Pool and Compound Wall**, on the SAID PROJECT LAND described in SCHEDULE III hereunder written with common open spaces, recreational areas such as open spaces with lawns and other facilities referred to at **ANNEXURE 4**.
- L. The OWNER/PROMOTER is solely and exclusively entitled to sell, transfer, assign and create third party right in respect of Apartments in the Project at the sole and exclusive discretion of the OWNER/PROMOTER and the OWNER /PROMOTER hereby intends to sell on ownership basis the various Apartments in the Project.
- M. While sanctioning the plans/approvals, the Sanctioning Authorities have laid down certain terms, conditions and restrictions which are to be observed and performed by the OWNER/PROMOTER while developing and constructing the Project on the SAID PROJECT LAND. The “OWNER/PROMOTER” agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- N. The OWNER/PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- O. The “OWNER/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the Project and the OWNER /PROMOTER” accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project. However, the OWNER /PROMOTER shall in its discretion, have the right to remove and

substitute the Structural Engineers and / or Architect until the said entire Project shall be completely developed.

- P. The OWNER/PROMOTER has registered/shall registered Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "THE SAID ACT") and the Rules and Regulations made thereunder with the Real Estate Regulatory Authority at Goa on _____ under registration no. _____, authenticated copy of registration certificate is annexed hereto at **ANNEXURE 5**.
- Q. The authenticated copies of the plans of the Layout as proposed by the OWNER/PROMOTER and approved by the Greater Panaji Planning and Development Authority and Village Panchayat of Taleigao and according to which the construction of the buildings and open spaces are proposed to be provided for on the SAID PROJECT LAND has been annexed hereto as **ANNEXURE 6**.
- R. The authenticated copies of the building plans and specifications of Apartment agreed to be purchased by the PURCHASER/ALLOTTEE/s, as sanctioned and approved by the local authority have been inspected by the PURCHASER/ALLOTTEE/s has been annexed hereto as **ANNEXURE 7**.
- S. The authenticated copy of specification, fixture and fittings of the said Apartment has been detailed at **ANNEXURE 8**.
- T. The OWNER/PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the Project and/or of the building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain SAID PROJECT and /or Building Completion Certificate and Occupancy Certificate of the SAID PROJECT /Building/s.

- U. The OWNER/PROMOTER has accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.
- V. The PURCHASER/ALLOTTEE has visited and inspected the site of construction and has seen the Project being under construction and the OWNER/PROMOTER has furnished/given inspection of all relevant documents to the PURCHASER /ALLOTTEE and wherever applicable provided with the copies of the document to the PURCHASER/ALLOTTEE relating to the SAID PROPERTY/PROJECT, the approved plans, specifications of the Apartment, copies of the permissions, approvals and such other document in respect of the SAID PROPERTY. The PURCHASER/ALLOTTEE has investigated and is fully satisfied with the title of the OWNER/PROMOTER in respect of the SAID PROPERTY/SAID PROJECT LAND and the OWNER/PROMOTER's right to construct, allot and sell Apartments in the Project.
- W. The PURCHASER/ALLOTTEE being fully satisfied in respect of the title to the SAID PROJECT LAND and all permissions, plans, representations made by the OWNER/PROMOTER and right of the OWNER/PROMOTER to develop and construct the Project, has approached the OWNER/PROMOTER and applied for allotment of **Apartment No. __, admeasuring __ square meters (Carpet Area)** situated on __ floor (hereinafter referred to as "**the said Apartment**") in the **Building No. __** (hereinafter referred to as the "**said Building**") being constructed on the SAID PROJECT LAND and the said Apartment is more particularly described in SCHEDULE IV here under written and shown hatched on the floor plan annexed hereto and marked as **ANNEXURE 9** along with an exclusive right to use **1 (One)** car parking space/s in the parking level of the said Building/Project.
- X. The OWNER/PROMOTER has agreed to sell and allot to the PURCHASER /ALLOTTEE, the said Apartment on ownership basis and the PURCHASER /ALLOTTEE has agreed to purchase from the OWNER/PROMOTER the said Apartment for a total consideration of **Rs. ___/- (Rupees ___ only)** which price is including proportionate price of the common areas and

amenities/facilities appurtenant to the said Apartment, which total consideration constitute a market value of the said Apartment and on the terms and conditions as hereinafter appearing.

- Y. The PURCHASER/ALLOTTEE hereby expressly confirms that he/she/they/it has have entered into this Agreement with full knowledge , implication, effects etc, of various terms and conditions contained in the documents, plans including the rights and entitlements available to and reserved by the OWNER/PROMOTER contained in this Agreement.
- Z. Pursuant to the negotiations and discussions between the Parties, the Parties have agreed to execute a written agreement for sale of the Apartment in favour of the PURCHASER /ALLOTTEE, being in fact this Agreement and also get the same registered under the Registration Act, 1908.

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

1. **DEFINATIONS:**

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

- (a) **“Agreement”** shall mean this Agreement for Sale together with Schedules and Annexures hereto and any other deed and / or documents executed in pursuance hereof.
- (b) **“Approvals”** shall mean all licenses, permits, approvals, sanctions and consent obtained/ to be obtained from the competent authorities to develop and construct on the said Project Land.
- (c) **“Act of God”** or **“Force Majeure”** shall include but not be restricted to any natural calamity, act of legislature or executive, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents, Pandemics and acts beyond the control of the OWNER/PROMOTER.

- (d) **“Apartment or said Apartment”** means an Apartment No. ____, admeasuring square meters (Carpet Area) situated on __ floor in the said Building No. __ being constructed on the said Project Land and more particularly described in SCHEDULE IV hereunder written and shown hatched on the floor plan annexed hereto as **ANNEXURE 9**.
- (e) **“Carpet Area of the Apartment”** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PURCHASER/ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASER/ALLOTTEE, but includes the area covered by the internal partition walls of the said Apartment.
- (f) **“Common Areas/Amenities and Facilities”** shall mean the common areas and amenities as are available to and / or in respect of the said Project Land shall mean areas which are to be used by the PURCHASER/ALLOTTEE along with other occupants/holders of the Apartment of the Project.
- (g) **“Contribution”** shall mean the amounts payable by the PURCHASER/ALLOTTEE in respect of the Apartment towards legal charges, water meter connection charges, electricity meter connection charges, provisional outgoings (for 12 months in advance), corpus fund, infrastructure charges, GST, Village Panchayat tax and any other taxes that may be levied during the course of construction of the Project, deposits (by whatever name called) etc.
- (h) **“Car Parking Space/s”** means an exclusive right attached to the Apartment to use car parking space/s in the parking level/stacked parking system of the said Building/Project.
- (i) **“said Building”** shall mean residential building numbered as __ comprising of basement, stilt plus 8 (Eight) residential floors being constructed on the said Project Land.
- (j) **Project Land”** mean all that piece and parcel of land admeasuring **5394 square meters** forming part of the property known as **“CAVATEACHEM XETT”**, situated at Taleigao ,

within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 admeasuring 362.00 sq.mtrs and 112/2 admeasuring 12,931.00 sq.mtrs of Village Taleigao and is registered in the Land Registration Office of Ilhas under No. 11645 at page 180V, of Book B-39 New and enrolled in the Taluka Revenue Office of Ilhas under No. 77 and is more particularly described in SCHEULE III hereunder written.

- (k) **“Total Consideration”** shall mean the amounts payable /agreed to be paid by the PURCHASER/ALLOTTEE for purchase of the Apartment to the OWNER/PROMOTER as set out in the PAYMENT PLAN annexed hereto as **ANNEXURE 10**.
- (l) **“Liquidated Damages”** shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement.
- (m) **“Organisation”** shall mean the ultimate organisation to be constituted of the PURCHASER/s/ALLOTTEE/s of the Apartment in the Project to which the title in respect of the said Project Land is to be passed , being either of the Co-operative Housing Society to be governed by the provisions of the Goa Co-operative Societies Act, 2001 as in force in the State of Goa or an Association of Apartment owners that may be formed under applicable laws or any other Association/Body as the OWNER/PROMOTER may decide and direct in its discretion.
- (n) **“Project”** shall be known as **“ESTRELA II”** developed on the SAID PROJECT LAND and consist of building blocks V & VI comprising of basement, stilt plus 8 (eight) residential floors, along with recreational amenities and facilities of Club House, Swimming Pool and Compound Wall, open spaces, car parking space/s in the basement/stilt/stacked parking facility. The Project contains 1 and 2 BHK Apartments.

2. **DISCLOSURE AND TITLE:**

2.1 The PURCHASER/ALLOTTEE confirms and warrants that the PURCHASER/ALLOTTEE has satisfied himself/herself/themselves in respect of the title of the SAID PROJECT LAND, and waives his/her/their right to raise any queries or objections in that regard. The PURCHASER/ALLOTTEE further confirms that the PURCHASER/ALLOTTEE was further provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The PURCHASER/ALLOTTEE further confirm that the queries raised by him/her/them /it with regard to the Apartment/Project and the terms hereof have been responded to by the OWNER/PROMOTER.

2.2 It is expressly agreed that the right of the PURCHASER/ALLOTTEE under the Agreement or otherwise shall always be only restricted to the said Apartment agreed to be sold and such right will accrue to the PURCHASER/ALLOTTEE only on the PURCHASER/ALLOTTEE making full payment to the OWNER/PROMOTER of the Total Consideration and all the amounts, strictly in accordance with this Agreement and only on the PURCHASER/ALLOTTEE performing and complying with other terms, conditions, covenants, obligations, undertakings etc. The PURCHASER/ALLOTTEE hereby confirms and consents to the irrevocable, absolute and unfettered right of the OWNER/PROMPTER to construct, allot and / or deal with and dispose off all balance areas including other unsold Apartments/s in the manner deemed fit by the OWNER/PROMOTER without any consent or concurrence of the PURCHASER/ALLOTTEE or any other person.

3. **AGREEMENT:**

3.1 The PURCHASER/ALLOTTEE hereby agrees to purchase from the OWNER/PROMOTER and the OWNER/PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE **2/3 BHK** Apartment No. __, admeasuring __ (carpet area) square meters (hereinafter referred to as “**the Apartment**”) in the said Building No. __, being constructed on the SAID PROJECT LAND and

more particularly described SCHEULE IV hereunder written and shown hatched on the floor plan annexed hereto and marked as **ANNEXURE 9** for the Total Consideration of Rs. _____/- (Rupees _____) subject to the terms and conditions mentioned herein. The OWNER/PROMOTER has also granted an exclusive right attached to the Apartment to the PURCHASER/ALLOTTEE to use **1(One)** car parking space/s in the parking level of the said Building/Project. It is clarified that the car parking space/s have been identified by the OWNER/PROMOTER for the ease of systematic parking of vehicles and to avoid any confusion whilst parking their vehicles by the PURCHASER/s/ALLOTTEE/s of various units in the said Building/Project.

3.2 The PURCHASER/ALLOTTEE is aware that the car parking space/s is/are an exclusive right attached to the Apartment for his/her/their exclusive use and that the Apartment and the Car parking space/s shall at all times be held by the PURCHASER/ALLOTTEE or his/her/its assigns as one composite unit. The exclusive right to use the car parking space/s attached to the Apartment is without any monetary consideration.

3.3 The PURCHASER/ALLOTTEE hereby acknowledge that the car parking space/s which has/have been allotted under this Agreement is/are an exclusive right attached to the Apartment. The location of the car parking space/s shall be finalized latest by the time, possession of the Apartment is handed over to the PURCHASER/ALLOTTEE and that the Apartment and car parking space/s shall at all times be held by the PURCHASER/ALLOTTEE as one composite unit.

4. **PAYMENTS:**

4.1 The PURCHASER/ALLOTTEE has paid to the OWNER/PROMOTER a sum of Rs. _____/- (Rupees _____) (inclusive of an amount of Rs. _____/- (Rupees _____) towards Tax Deduction at Source) out of the total consideration of Rs. _____/- (Rupees _____) (the payment and receipt whereof the

OWNER/PROMOTER does hereby admit and acknowledge and acquit, release and discharge the PURCHASER/ALLOTTEE from the payment and receipt thereof and every part thereof) being the earnest money/ part consideration paid on or before the execution of this Agreement and agrees to pay the balance sum of Rs. _____/- (Rupees _____) in the manner as more particularly set out in PAYMENT PLAN annexed as ANNEXURE 10. Time being of the essence of this Agreement. The PURCHASER/ALLOTTEE has furnished to the OWNER/PROMOTER, a receipt evidencing payment of Rs. _____/- (Rupees _____) towards TDS.

Provided that any deduction of an amount made by the PURCHASER/ALLOTTEE on account of Tax Deduction at Source (“TDS”) as may be required under prevailing law while making any payment to the OWNER/PROMOTER under this Agreement shall be acknowledged/credited by the OWNER/PROMOTER.

- 4.2 The Total Consideration is exclusive of any sums or amount and is further excluding inter-alia contributions, or any statutory dues and taxes (now or in future), payable on the transaction contemplated herein. The PURCHASER/ALLOTTEE confirms and agrees that contribution and all the aforesaid sums taxes, cess, levies, and outgoing and maintenance charges shall be solely borne and paid by the PURCHASER/ALLOTTEE and the PURCHASER/ALLOTTEE agrees to pay the same when due or demanded, without any demure, objection or set off.
- 4.3 In addition to the above, the PURCHASER/ALLOTTEE shall also bear and pay such charges, fees, expenses as may be fixed by the OWNER/PROMOTER and also the taxes as may be applicable for utilizing such additional facilities and amenities as provided in the Project.
- 4.4 It is specifically agreed that the OWNER/PROMOTER has agreed to accept the aforesaid Total Consideration on the specific assurance of the PURCHASER/ALLOTTEE that the PURCHASER/ALLOTTEE shall:

- i) Make payment of the installments as mentioned hereinabove, to the OWNER/PROMOTER from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- ii) Observe all the covenants, obligations and restrictions stated in this Agreement; and
- iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the PURCHASER/ALLOTTEE.

4.5 The aforesaid payments shall be made by the PURCHASER/ALLOTTEE as and when due and called upon to do so by the OWNER/PROMOTER within the time. The PROMOTER at its sole discretion may condone the delay and accept the payment of any instalment after the due date along with interest as specified in the RERA rules on all the delayed payment which becomes due and payable by the PURCHASER/ALLOTTEE to the OWNER/PROMOTER.

4.6 Time for payment is the essence of this Agreement. In addition to the consideration and taxes/levies etc., as stated above, PURCHASER/ALLOTTEE shall pay all other amounts mentioned herein including the amounts mentioned in this Agreement.

4.7 All payments to be made by the PURCHASER/ALLOTTEE under this Agreement shall be made by Cheque/demand draft/ pay order/wire transfer/any other instrument drawn in favour of “**Alcon Constructions (Goa) Private Limited**”. In case of any financing arrangement entered by the PURCHASER/ALLOTTEE with any bank or financial institution with respect to the PURCHASER/ALLOTTEE of the Apartment, the PURCHASER/ALLOTTEE undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all such amounts towards the consideration as due and payable to the OWNER/PROMOTER on the respective dues date/s through an account payee cheque/demand draft/pay order/wire transfer/ any other instrument in favour of the OWNER/PROMOTER.

5. **OBLIGATIONS OF THE OWNER/PROMOTER:**

5.1 The OWNER/PROMOTER shall develop and construct the Project on the SAID PROJECT LAND in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the OWNER/PROMOTER may consider necessary and/or convenient and/or as may be required by the Sanctioning authorities and/or any other concerned authority/es to be made by them. It is clarified that in the event, the final area of the Apartment is more than the area agreed to be provided, the PURCHASER/ALLOTTEE agrees and undertakes to pay additional consideration to the OWNER/PROMOTER for such excess area based on the Total Consideration stated in Clause 3.1 herein above. The PURCHASER/ALLOTTEE hereby agrees and undertakes to pay such amounts to the OWNER/PROMOTER within 15 (fifteen) days from the receipt of the demand in writing in this regard, time being of the essence.

5.2 The OWNER/PROMOTER agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Apartment to the PURCHASER/ALLOTTEE, obtain from the concerned authority the Occupancy certificate, Completion certificate in respect of the said Building in which the Apartment is situated.

6. LOAN AGAINST THE APARTMENT:

6.1 It is hereby expressly agreed that notwithstanding that the PURCHASER/ALLOTTEE approaches /has approached any bank/financial institution or any other lender for availing of a loan in order to enable the PURCHASER/ALLOTTEE to make payment of the total consideration or part thereof in respect of the Apartment to the OWNER/PROMOTER and / or mortgaged / mortgages the Apartment with the Lender for repayment of the loan amount it shall be the sole and entire responsibility of the PURCHASER/ALLOTTEE to ensure that the timely payment of the total consideration or the part thereof. All costs in connection with the procurement of such loan and

mortgage of the Apartment and payment of charges to the Lender shall be solely borne and incurred by the PURCHASER/ALLOTTEE.

6.2 The PURCHASER/ALLOTTEE hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the PURCHASER/ALLOTTEE, subject to the terms hereof, shall not sell, transfer, let out and /or deal with the Apartment in any manner whatsoever without obtaining the prior written permission of the OWNER/PROMOTER/and the Lender./ The OWNER/PROMOTER shall not be liable or responsible for any acts of omission or commission of the PURCHASER/ALLOTTEE which are contrary to the terms and conditions governing the said loan.

6.3 The PURCHASER/ALLOTTEE shall indemnify and keep indemnified the OWNER /PROMOTER against all claims, costs, charges, expenses, damages, actions and losses OWNER/PROMOTER may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the PURCHASER/ALLOTTEE of the terms and conditions governing the said loan in respect of the Apartment.

7. DEFAULT BY THE PURCHASER/ALLOTTEE AND THE CONSEQUENCES:

7.1 On the PURCHASER/ALLOTTEE committing default in payment on due date (time being the essence of contract) of any amount due and payable by the PURCHASER/ALLOTTEE to the OWNER/PROMOTER under this Agreement (including the Purchaser's share of contribution as mentioned in this Agreement) and/or on the PURCHASER/ALLOTTEE committing breach of any of the terms and conditions herein contained, the OWNER/PROMOTER shall be entitled at its own option to terminate this Agreement.

7.2 Power of termination shall not be exercised by the OWNER/PROMOTER unless and until the OWNER/PROMOTER shall have given to the PURCHASER/ALLOTTEE 30 (thirty) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or

breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the PURCHASER/ALLOTTEE in remedying such breach or breaches within a period of 30 (thirty) days as provided in such cure notice.

7.3 Provided further that upon termination of this Agreement as aforesaid, 10% of the Total Consideration will stand forfeited without any reference or recourse to the PURCHASER/ALLOTTEE towards Liquidated damages and the OWNER/PROMOTER shall refund to the PURCHASER/ALLOTTEE the remaining amount of sale price of the Apartment excluding the taxes paid by the PURCHASER/ALLOTTEE till then to the concerned authority/OWNER/PROMOTER (as the case may be) but the OWNER/PROMOTER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated damages and excluding the taxes paid by the PURCHASER/ALLOTTEE till then, shall be refunded by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE within a period of 60 (sixty) days of termination. On termination of this Agreement, the PURCHASER/ALLOTTEE shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the OWNER/PROMOTER or against the Apartment or under this Agreement.

8. DEFAULT BY THE OWNER/PROMOTER AND THE CONSEQUENCES:

a) Subject to the Force Majeure clause, the OWNER/PROMOTER shall be considered under a condition of Default, in the following events:

(i) OWNER/PROMOTER fails to provide ready to move in possession of the Apartment to the PURCHASER/ALLOTTEE within the time period specified clause 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the

provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

(ii) Discontinuance of the OWNER/PROMOTER's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

b) In case of Default by OWNER/PROMOTER under the conditions listed above, PURCHASER/ALLOTTEE is entitled to the following:

(i) Stop making further payments to OWNER/PROMOTER as demanded by the OWNER /PROMOTER. If the PURCHASER/ALLOTTEE stop making payments, the OWNER /PROMOTER shall correct the situation by completing the construction milestones and only thereafter the PURCHASER/ALLOTTEE be required to make the next payment without any interest; or

(ii) The PURCHASER/ALLOTTEE shall have the option of terminating the Agreement in which case the OWNER/PROMOTER shall be liable to refund the entire money paid by the PURCHASER/ALLOTTEE under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice, provided that PURCHASER/ALLOTTEE shall intimate the OWNER/PROMOTER about such termination at least thirty days prior to such termination.

(iii) Provided that where an PURCHASER/ALLOTTEE does not intend to withdraw from the said Project or terminate the Agreement they shall be paid, by the OWNER/PROMOTER, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE within forty-five days of it becoming due.

9. COMPLETION OF THE PROJECT AND POSSESSION OF THE APARTMENT:

9.1 The possession of the Apartment shall be delivered to the PURCHASER/ALLOTTEE after the Apartment is ready for use and occupation certificate has been provided by the concerned authority in respect of the said Building in which the said Apartment is situated, provided all the amounts due and payable by the PURCHASER/ALLOTTEE under this Agreement are duly paid by the PURCHASER/ALLOTTEE. The OWNER/PROMOTER shall under normal conditions complete the Project on or before **31st December, 2026**. Provided always that the OWNER/PROMOTER shall be entitled to a reasonable extension of time for delivery of possession of the Apartment as aforesaid, if the completion of the Apartment/Project and receipt of occupation certificate/completion certificate, is delayed on account of situations beyond the control of the OWNER/PROMOTER:

- (i) force majeure;
- (ii) non-availability of sand, steel, cement, other building material, water or electric supply;
- (iii) non-payment or delayed payment of installment by the Purchaser and/or other purchasers in the building;
- (iv) labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God;
- (v) if non delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, approvals, occupancy certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the OWNER/PROMOTER;
- vi) election code of conduct;

- (vii) any change in the town and country planning act;
- (viii) political upheaval and change in the village Panchayat;
- (xi) delay in receipt of document and /or approvals;
- (xii) other reasonable cause beyond the control of the OWNER/PROMOTER or its agent or not directly attributable to any willful act or omission of the OWNER/PROMOTER; and
- (xiii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the OWNER/PROMOTER, which may prevent, restrict, interrupt or interfere with or delay the construction and development of the project including the Apartment,

9.2 Upon possession of the Apartment being delivered to the PURCHASER/OWNER, he/she/they shall have no claim against the OWNER/PROMOTER in respect of any item of work in the Apartment.

9.3 The PURCHASER/ALLOTTEE shall take possession of the Apartment within 30 (thirty) days of the OWNER/PROMOTER giving written notice to PURCHASER/ALLOTTEE intimating that the Apartment is ready for use and occupation and offering possession of the same to the PURCHASER/ALLOTTEE and only upon payment of all amounts due and payable by the PURCHASER/ALLOTTEE under this Agreement. Commencing from the expiry of the 30 (thirty) days from issue of the intimation in writing by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE that the Apartment is ready for occupation, use and possession, the Apartment shall be at the risk of the PURCHASER/ALLOTTEE (irrespective of whether possession of the Apartment is actually taken by the PURCHASER/ALLOTTEE or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Apartment. It is agreed that irrespective whether possession of the Apartment is actually taken or not by the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE shall from the date of expiry of the 30th day from the date on which possession of the Apartment is

offered by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE be responsible and liable to bear and pay to the OWNER/PROMOTER all outgoings in respect of the Apartment, all rates, Panchayat taxes, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Project. The PURCHASER/ALLOTTEE shall pay to the OWNER/PROMOTER such proportionate share of all outgoings as may from times to time be estimated or determinate by the OWNER/PROMOTER.

Provided that, if within a period of 5(five) year from the date of receipt of occupancy certificate in receipt of the said Building in which the Apartment is situated, the PURCHASER/ALLOTTEE brings to the notice of the OWNER/PROMOTER any structural defect or damage in the Apartment, then wherever possible such defect or damage shall be rectified by the OWNER/PROMOTER at its own cost .

Provided further, if any defect or damage is found to have been caused due to the negligence of the PURCHASER/ALLOTTEE or his/her/their agents, then the OWNER/PROMOTER shall not be liable for the same. It is hereby expressly clarified that dampness in the walls/cracks in the walls and the cracks in the tiles of the Apartment shall not be considered as “defects” in the Apartment.

- 9.4 The PURCHASER/ALLOTTEE hereby agrees and undertakes that, if he/she/they commit/s default in making payment of the amount as mentioned herein on the respective due date/s, then in such a case the OWNER/PROMOTER shall not be liable or responsible for (i) any delay in completion of the premises and/or offering possession of the Apartment and/or (ii) escalation in cost of construction materials, administrative costs.

9.5 At the time of taking possession of the Apartment and in any event within 15 (fifteen) days of the receipt of the possession notice from the OWNER/PROMOTER referred to above, the PURCHASER/ALLOTTEE fully satisfy himself/herself/itself with regard to the plumbing, electric, sanitary, water, fixtures and fittings locking devices, doors, windows, glass, tiles and other items and fixtures in the Apartment and acknowledge in writing to that effect to the OWNER/PROMOTER and the PURCHASER/ALLOTTEE shall not at any time thereafter raise any disputes, objection or contention whatsoever in that behalf or shall not have any claim whatsoever against the OWNER/PROMOTER with respect to the Apartment or any other amenities/fixtures of the property or any amenities/fixtures alleged not to have been carried out completely therein or not being in accordance with the plans, specifications and/or this Agreement.

10. **ORGANIZATION:**

10.1 The PURCHASER/ALLOTTEE shall join in the formation and registration of the Organization and for this purpose from time to time sign and execute the application for registration and / or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organization including bye-laws of the Organization and duly fill in, sign the same at the OWNER's/PROMOTER's office within 15 (fifteen) days of the PURCHASER/ PROMOTER being called upon by the OWNER/PROMOTER, so as to enable the OWNER/PROMOTER to register the Organization of the Apartments purchasers under the appropriate statute. No objection shall be taken by the PURCHASER/ALLOTTEE, if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority.

10.2 The PURCHASER/ALLOTTEE shall enter into/sign/execute such documents/writings as may be required containing covenant/s for payment of the expenses relating to the Common Areas/Amenities and Facilities which are situated in the said Project Land.

10.3 It is agreed that in the event that the Organization has been formed but there is Apartment in the Project that are not sold by the OWNER/PROMOTER, the OWNER/PROMOTER shall not be liable to pay maintenance charges or any other charges/expenses of any nature whatsoever for the unsold apartments.

11. RIGHTS OF OWNER/PROMOTER:

11.1 It is expressly agreed that the right of the PURCHASER/ALLOTTEE under the Agreement is only restricted to the Apartment agreed to be sold by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE along with an exclusive right to use the car parking space/s and all other premises shall be the sole property of the OWNER/PROMOTER and the OWNER/PROMOTER shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the PURCHASER/ALLOTTEE in any manner whatsoever.

11.4 The PURCHASER/ALLOTTEE hereby grants his/her/their/its irrevocable authority, permission and consent to the OWNER/PROMOTER that the OWNER/PROMOTER shall have the sole and absolute right and authority to have stilt parking/stacked parking system in the Building/Project and shall be entitled to deal with or allot the same to the PURCHASER/ALLOTTEE as per the availability and discretion of the OWNER/PROMOTER.

11.5 It is hereby expressly agreed that the OWNER/PROMOTER shall always be entitled to sell the Apartments in the Project for the purpose of using the same for residence as well as for such other user as may be permitted by the sanctioning authorities.

11.6 After the execution of this Agreement, if any further FSI/FAR is permitted to be utilized on property in accordance with the applicable law, the same shall inure for the benefit of the OWNER/PROMOTER alone. If the FSI/FAR in respect of the Said Property is increased by the Sanctioning Authorities and/or additional construction is possible on the Said Property on

account of additional FSI/FAR or otherwise and/or if the Sanctioning Authorities permit the construction of additional area or further floors or building/s, then in such event, the OWNER/PROMOTER alone shall be entitled to construct such building or structures by constructing additional area or adding floors. The PURCHASER/ALLOTTEE expressly consents to the same as long as the total area of the Apartment is not reduced. The PURCHASER/ALLOTTEE hereby expressly agrees and irrevocably covenants and consents that the OWNER/PROMOTER will be entitled to utilise any FSI/FAR and all the benefits, potentials, yield, advantages etc. presently available and/or that may be available in the future for any reason including on account of change in regulations/law/act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be and continue development till the benefit is fully utilised by the OWNER/PROMOTER directly or indirectly and all the Apartments are sold, and the amount or amounts receivable by the OWNER/PROMOTER is/are duly received by the OWNER/PROMOTER and all the obligations required to be carried out by the PURCHASER/ALLOTTEE herein and the purchaser/s of apartment are fulfilled by them. The PURCHASER/ALLOTTEE shall not be entitled to claim any rebate in price or compensation for usage of the amenities etc. or any other additional advantage from the OWNER/PROMOTER on any other ground whatsoever.

11.7 The OWNER/PROMOTER shall always have a right to get the benefit of additional FSI/FAR by whatever name called for construction from sanctioning authorities and also to make the additions, alterations, construct additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such addition, structures and storeys/floors will be the sole property of the OWNER/PROMOTER alone.

11.8 The PURCHASER/ALLOTTEE hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the OWNER/PROMOTER for carrying out amendments, alterations, modification and/or variations as aforesaid.

11.9 In the event of the organization being formed and registered before the sale and disposal by the OWNER/PROMOTER of all the Apartments in the Project, the power and authority of the organization so formed or that of the purchaser and the purchasers of other apartments in the Project shall be subject to the overall authorities and control of the OWNER/PROMOTER in respect of any of the matters concerning the Project, the construction and completion thereof and all the amenities pertaining to the same and in particular the OWNER/PROMOTER shall have the absolute authority and control as regards the unsold apartments and the disposal thereof. The OWNER/PROMOTER shall be liable to pay only the house taxes, at actual in respect of the unsold apartments in the Project. In case the organisation is formed before the disposal by the OWNER/PROMOTER of all the apartments, then the OWNER/PROMOTER shall at its option (without any obligation) join in as a member in respect of such unsold apartments and as and when such apartments are sold, the organization shall admit such purchaser as the member/s without charging any premium or extra payment.

11.10 Till the entire development of the project is completed, the PURCHASER/ALLOTTEE shall not interfere in any manner in any work of development or construction and the OWNER/PROMOTER alone shall have full control, absolute authority and say over the unallotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the property and the PURCHASER/ALLOTTEE shall have no right or interest in the enjoyment and control of the OWNER/PROMOTER in this regard.

11.11 The OWNER/PROMOTER shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with its right, title and interest in the said Property as well as project, provided that the same does not in any way prejudice the right of the PURCHASER/ALLOTTEE in respect of the Apartment.

12. COMMON AREAS/AMENITIES AND FACILITIES

12.1 It is expressly agreed that the PURCHASER/ALLOTTEE shall be entitled to the Common Area/Amenities and Facilities as more particularly mentioned in ANNEXURE 4 annexed hereto.

12.2 The PURCHASER/ALLOTTEE shall also have undivided proportionate share in the Common Areas. Since the share / interest of PURCHASER/ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, the PURCHASER/ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the OWNER/PROMOTER shall hand over the common areas to the Organisation as may be formed after duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act.

12.3 It is agreed that the said Project is an independent, self-contained Project covering the SAID PROJECT LAND and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the PURCHASER/ALLOTTEE. It is clarified that SAID PROJECT facilities and amenities shall be available only for use and enjoyment of the PURCHASER/ALLOTTEE of the said Project.

13. COVENANTS BY THE PURCHASER:

13.1 The Project name shall not be changed at any time by the PURCHASER/ALLOTTEE or the Organization without the prior written consent of the OWNER/PROMOTER. Upon and after receipt of obtaining the occupancy certificate the PURCHASER/ALLOTTEE shall use the Apartment for residential purposes. The PURCHASER/ALLOTTEE agrees not to change the use of the premises without prior consent in writing of the OWNER/PROMOTER.

13.2 Before completion of the Project, if the PURCHASER/ALLOTTEE wants to sell, transfer, assign and convey all his/her/their right, title and interest in the Apartment, then the PURCHASER/ALLOTTEE shall be entitled to do so, provided the same is done through the

OWNER/PROMOTER (with a view to maintain price parity for the project). The PURCHASER/ALLOTTEE hereby agrees that such transfer shall be subject to the terms and conditions as mentioned herein and shall ensure that the new purchaser shall abide by the terms and conditions of this Agreements.

13.3 It is hereby agreed that, if due to any ordinance, notification, change in laws or enactments any additional taxes, levis, cess or any amounts pertaining or relating to the developments, construction and sale of the apartment is levied on/or payable and/or recovered from the OWNER /PROMOTER, then the same shall be borne and paid by the PURCHASER/ALLOTTEE.

13.4 The PURCHASER/ALLOTTEE shall maintain the Apartment at the purchaser's own cost in good tenantable repairs and condition from the date possession of the Apartment is taken and shall not do or suffer to be done anything which may be against the rule, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Apartment.

13.5. The PURCHASER/ALLOTTEE shall carry out at the PURCHASER/s/ALLOTTEE's own cost all internal repairs to the Apartment and maintain it in the same condition, state and order in which it was delivered by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE and not to do or suffer to be done anything in the Apartment which is in the contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the PURCHASER/ALLOTTEE committing any act, in contravention of the above provision, the PURCHASER/ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

13.6 The PURCHASER/ALLOTTEE shall not demolish or caused to demolished the wall of the Apartment or any part thereof not at any time make or cause to be made by any addition or alteration of whatsoever nature in or to the Apartment or any part thereof nor alter the elevation and outside colour scheme of the Apartment and to keep the portion, sewers, drain pipes in the Apartment and appurtenances thereto in good tenantable repair and condition so as to support,

shelter and protect other part of the said Building and not to chisel or in any other manner damage the column, beams, walls, slabs or RCC structure in the Apartment;

13.7 The PURCHASER/ALLOTTEE not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the said Property.

13.8 The PURCHASER/ALLOTTEE shall bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, water charges, charges for maintenance, garbage disposal system and such other facilities that the OWNER/PROMOTER may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority.

13.9 The PURCHASER/ALLOTTEE shall install air-conditioning units only in the space/s designated in the Apartment.

13.10 The PURCHASER/ALLOTTEE shall not without the prior written consent of the OWNER/PROMOTER transfer, assign or part with the PURCHASER's/ALLOTTEE's interest or benefit factor of this agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER/ALLOTTEE to the OWNER/PROMOTER under this Agreement are fully paid up and until the PURCHASER/ALLOTTEE has intimated the OWNER/PROMOTER and obtained its prior consent in writing in that behalf.

14. **OUTGOINGS:**

14.1 Commencing 15 days after notice in writing is given by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE that the Apartment is ready for use and occupation, irrespective of whether possession is taken or not, the PURCHASER/ALLOTTEE shall be liable to pay the

proportionate share of the outgoings namely local taxes, other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bills of collectors, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project, until the management of the Project is handed over to the Organisation, the PURCHASER/ALLOTTEE shall pay to the OWNER/PROMOTER such proportionate share of the outgoings as may be determined by the OWNER/PROMOTER.

15. CONVEYANCE OF TITLE AND FINAL TRANSFER DOCUMENT

15.1 The title of the said Project Land/said Property shall be conveyed in favour of the Organisation by an instrument of conveyance executed by the OWNER/PROMOTER at the cost and expense of the PURCHASER/ALLOTTEE as to payment of stamp duty and registration fees and incidental expenditure such as legal fees, typing fees for execution of the said instrument shall be shared by the PURCHASER/ALLOTTEE proportionately along with other Apartment owners in the said Project.

15.2 Notwithstanding the fact that the said Apartment being handed over to the said PURCHASER/ALLOTTEE, nothing contained in the said conveyance shall mean that conveyance of the said Project Land/Said Property described in SCHEDULE III has been effected in favour of the PURCHASER/ALLOTTEE, unless the said conveyance specified that an undivided share in the said Project Land is conveyed in favour of the PURCHASER/ALLOTTEE.

15.3 The OWNER/ PROMOTER shall, within three months of registration of the Organisation as aforesaid, cause to be transferred to the Organisation all the right, title and the interest of the OWNER/PROMOTER in the said Project in which the SAID APARTMENT/Buildings is situated.

16. CANCELLATION BY PURCHASER/ALLOTTEE

16.1 The PURCHASER/ALLOTTEE shall have the right to cancel/withdraw their allotment in the SAID PROJECT as provided in the Act:

Provided that where the PURCHASER/ALLOTTEE proposes to cancel/withdraw from the SAID PROJECT without any fault of the OWNER/PROMOTER, the OWNER/PROMOTER herein is entitled to forfeit 10% of the Total Consideration as liquidated damages. The balance amount of money paid by the PURCHASER/ALLOTTEE shall be returned without interest by the OWNER/PROMOTER to the PURCHASER/ALLOTTEE within 45 days of such cancellation.

17. STAMP DUTY AND REGISTRATION:

The Stamp Duty and Registration charges of and the cost incidental to this Agreement shall be borne and paid by the PURCHASER/ALLOTTEE. It is hereby clarified that the proportionate charges in respect of conveyance to be borne by the PURCHASER/ALLOTTEE without any recourse to the OWNER/PROMOTER.

18. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above or such correspondence address as may be communicated by the PURCHASER/ALLOTTEE to the OWNER/PROMOTER in writing subsequently. Each party shall inform the other party in writing of any changes in his/her contact details. Notices shall be deemed to have been properly given, if sent to the PURCHASER/ALLOTTEE at the address hereinbefore stated, through registered letter, courier service, personal delivery. It is hereby clarified that, the OWNER/PROMOTER shall serve the notice only to the PURCHASER/ALLOTTEE named firstly in the name clause and the same shall be deemed to be served on all the PURCHASERS/ALLOTTEES.

19. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The “OWNER / PROMOTER”/ maintenance agency / association of “PURCHASER /ALLOTTEE”s shall have rights of unrestricted access of all Common Areas, garages/ parking and parking spaces for providing necessary maintenance services and the “PURCHASER /ALLOTTEE” agrees to permit the “OWNER/PROMOTER” /association of “PURCHASER /ALLOTTEE” S and/or maintenance agency to enter into the SAID APARTMENT or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of SAID APARTMENT with the full knowledge of all laws, rules, regulations, notifications applicable to the SAID PROJECT.

21. BINDING EFFECT:

Forwarding this Agreement to the “PURCHASER/ALLOTTEE” by the “OWNER /PROMOTER” does not create a binding obligation on the part of the “OWNER/PROMOTER” or the “PURCHASER/ALLOTTEE” until, firstly, the “PURCHASER/ALLOTTEE” signs and delivers this Agreement along with the payments due as stipulated in the PAYMENT PLAN within 30 (thirty) days from the date of receipt by the “PURCHASER/ALLOTTEE” and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the “OWNER/PROMOTER”. If the “PURCHASER/ALLOTTEE” (s) fails to execute and deliver to the “OWNER/PROMOTER” this Agreement within 30 (thirty) days from the date of its receipt by the “PURCHASER/ALLOTTEE” and/or appear before the Sub-Registrar for its registration as and when intimated by the “OWNER/PROMOTER”, then the “OWNER/PROMOTER” shall serve a notice to the “PURCHASER/ALLOTTEE” for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the “PURCHASER/ALLOTTEE” , allotment of the “PURCHASER/ALLOTTEE” shall be treated as cancelled and all sums deposited by the

“PURCHASER/ALLOTTEE” in connection therewith including the booking amount shall be returned to the “PURCHASER/ALLOTTEE” without any interest or compensation whatsoever.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON “PURCHASER/ALLOTTEE” / SUBSEQUENT “PURCHASER/ALLOTTEE”S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the SAID PROJECT shall equally be applicable to and enforceable against and by any subsequent “PURCHASER/ALLOTTEE” of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

a) The “OWNER/PROMOTER” may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the “PURCHASER/ALLOTTEE” in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the “PURCHASER/ALLOTTEE” that exercise of discretion by the “OWNER/PROMOTER” in the case of one “PURCHASER/ALLOTTEE” shall not be construed to be a precedent and /or binding on the “OWNER/PROMOTER” to exercise such discretion in the case of other “PURCHASER/ALLOTTEE” .

b) Failure on the part of the Parties to enforce, at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. 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.

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

Wherever in this Agreement it is stipulated that the “PURCHASER/ALLOTTEE” has to make any payment, in common with other “PURCHASER/ALLOTTEE” (s) in the SAID PROJECT, the same shall be in proportion to which the carpet area of the SAID APARTMENT bears to the total carpet area of all the Apartments in the SAID PROJECT.

26. 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.

27. 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

28. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under THE SAID ACT .

SCHEDULE I

(Description of the said Larger Property)

ALL THAT part and parcel of the property known as “CAVATEACHEM XETT”, situated at Taleigao , within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 and 112/2 admeasuring about 362.00 sq.mtrs and 12, 931.00 sq.mtrs respectively and is registered in the Land Registration Office of Ilhas under No. 11645 at page 180V, of Book B-39 and enrolled in the Taluka Revenue Office of Ilhas under No. 77, and is bounded as under:

On the East: By the property of Francisco Antonio de Carvalho, Rafael

Maria da Costa and Others.

On the West: By the property of Jose Antonio de Carvalho

On the North; By the rivulet of salt water

On the South: By the property Palmar of Minuel Antonio Abreu and

paddy field of Francisco Antonio de Carvalho.

SCHEDULE II

(Description of the said Acquired Land)

ALL THAT part and parcel of the property described in Schedule I admeasuring about 128 sq.mtrs, which portion prior to its acquisition by the Government of Goa, formed a part of the property described in Schedule-I herein and upon acquisition the said Acquired Land bears Survey No. 112 subdivision 2-A of Village Taleigao and is bounded as under:

On the **East:** By the property bearing Survey no. 113/2 of the Village of Taleigao,

On the **West:** By the property bearing Survey No. 111 of the Village of Taleigao,

On the **North:** By the property bearing Survey no. 112/2 part of the Village of Taleigao, and

On the **South:** By the property bearing Survey No. 112/2 part of the Village of Taleigao. .

SCHEDULE III

(Description of the SAID PROJECT LAND/SAID PROPERTY)

ALL THAT SAID PROJECT LAND admeasuring about 5394 sq.mtrs, of the property bearing Survey Nos. 112/1 and 112/2 (P) of Village Taleigao, which property forms a portion of the property described in Schedule- I hereinabove, and the SAID PROJECT LAND/SAID PROERTY is bounded as under:

East: By Property bearing Survey No. 113/2 of village Taleigao

West: By Panaji city boundary.

North: By St. Inez Nalla

South: By Part of property bearing Survey. No 112/2 of village Taleigao

SCHEDULE IV

(Description of SAID APARTMENT)

All that SAID APARTMENT of _BHK bearing Apartment No. ___, situated on the ___ Floor in Building Block “___admeasuring ___ sq.mtrs of Carpet area, in the SAID PROJECT named as “ESTRELA II” , being constructed in the SAID PROJECT LAND described in Schedule III herein above.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED)
by the withinnamed “OWNER/PROMOTER”)
ALCON CONSTRUCTIONS (GOA))
PRIVATE LIMITED, through its)
DIRECTOR)
MR. AAKASH NANDA NAIK KHAUNTE)



Left Hand Finger Impression

--	--	--	--	--

Right Hand Finger Impression

--	--	--	--	--

SIGNED AND DELIVERED
BY THE WITHIN NAMED:
“PURCHASER/ALLOTTEE”

--

Left Hand Finger Impression

--	--	--	--	--

Right Hand Finger Impression

--	--	--	--	--

--	--	--	--	--

IN THE PRESENCE OF WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

ANNEXURE 1

Title Certificate

ANNEXURE 2

Plan of the SAID PROJECT LAND

ANNEXURE 3

List of Approvals

Sr. No.	Description of Documents
1.	Order granting development permission bearing No.

	GPPDA/108/TAL/566/2021, dated 06.09.2021 issued by Greater Panaji Planning And Development Authority, Panaji – Goa, along with approved plans.
2.	N.O.C. bearing No.PHB/Chimbel/NOC-Const/21-22/1036 dated 27.09.2021 issued by Directorate of Health Services, Primary Health Centre, Chimbel-Goa.
3.	Construction License bearing No.VP/TLG/Const.Lic/35/21-22/2634 dated 07.12.2021 issued by the Village Panchayat of Taleigao, Tiswadi – Goa, along with approved plans.

ANNEXURE 4

Common Amenities and Facilities

1. Safety & Security

- Gated complex with round the clock Security services
- CCTV coverage for all common areas
- Intercom facility
- Fire Fighting Systems as per National Building Code for the entire project
- Senior citizen friendly Block VI

2. Recreational Amenities

- Swimming pool
 - Fully equipped Gymnasium
 - Multipurpose activity/games hall
 - Table Tennis, carom and other facilities
 - Dedicated children play areas with CCTV
 - Landscaped garden
3. Common Amenities
- Dedicated covered parking area for every unit
 - High speed elevators, stretcher elevator for one block
 - DG back up for all common areas and elevators
 - Garbage, water and sewage treatment plants
 - Solar water pre heating systems
 - Drive ways with concrete pavers
 - Rain water harvesting
 - Solar Power Generation to be used for common lighting
 - Provision of piped gas connection
 - EV Charging points (optional)

ANNEXURE 5

Project Registration Certificate under RERA

ANNEXURE 6

Proposed layout Plan of the Project

ANNEXURE 7

Approved layout plan of the Project

ANNEXURE 8

Specifications

1. Structure
- R.C.C. Framed, earthquake resistant structure with primary steel.

- Concrete block masonry / Laterite Block Masonary
2. Wall Finish
 - Internal finish: Gypsum/ Cement Plaster with Premium Acrylic emulsion paint
 - External finish: Sand faced double coat cement plaster with Weather proof paint
 3. Flooring
 - Vitrified Flooring of premium brand
 4. Doors & Windows
 - Teak Wood Panelled Main Door
 - Sal Wood Door Frames
 - Internal Doors-Flush doors with laminate on both sides
 - Maintenance Free Aluminum Sliding/Casement windows
 - Granite Windows Sills
 - Flymesh for windows (optional)
 5. Electrical
 - Invertor Provision for every unit
 - Concealed, fire resistant copper wires of premium brand
 - 3 phase connection for every unit
 - Concealed wiring provisions for telephone, cable T.V and DTH & high speed internet
 - Modular switches with universal sockets of premium brand
 - Foot Lights for passages.
 6. Bathroom
 - 600 x 600 mm vitrified anti-skid tile flooring
 - Glazed / ceramic wall tiles for full height up to false ceiling
 - Geyser and Exhaust fan provision for each bathroom
 - Predefined wet & dry areas
 - Floor grating with anti pest seal
 - All sanitary wares are wall mounted of premium brand white colour
 - All brass chromium plated fittings of premium brand
 - Ceramic wash basin with Granite counter
 - Single lever diverter for shower
 - Single lever mixer for wash basin
 - Flushing with treated water
 - Concealed cistern with dual flush
 - Granite door frames
 7. Kitchen and Utility Balcony
 - Granite kitchen platform
 - Single bowl with drain board Stainless Steel sink
 - Provision of water inlet/outlet and power points for washing machine, dish washer, water purifier, fridge, microwave & gas burner and other utilities
 - Designer Dado tiles above the kitchen platform upto a height of 60 cms above the platform

ANNEXURE 9
Floor Plan of the said Apartment

ANNEXURE 10
PAYMENT PLAN

SR. NO.	PAYMENT %	CONSTRUCTION STAGE	AMOUNT
1	10%	Upon Booking/ Execution of Agreement	Rs.
2	10%	On completion of Raft Slab	Rs.
3	10%	On completion of Basement Slab	Rs.
4	10%	On completion of Stilt Slab	Rs.
5	10%	On completion of 1 st Floor Slab	Rs.
6	10%	On completion of 3 rd Floor Slab	Rs.
7	5%	On completion of 5 th Floor Slab	Rs.
8	5%	On completion of 7 th Floor Slab	Rs.
9	10%	On completion of External Masonry	Rs.
10	10%	On completion of Internal Plaster	Rs.
11	5%	On completion of Plumbing Lines	Rs.
12	5%	On Possession	Rs.
	100%	TOTAL	Rs.

