

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this ___ day of month of February of the year Two Thousand and Twenty ____ (___/___/202___) **BY** and **BETWEEN**:

FUTURISTIC CONSTRUCTION, a Partnership firm registered under Indian Partnership Act and duly registered with the Registrar of Firms Salcete at Margao under Reg. No. MGO-F1-2020 on 01/01/2020, with its Registered Office at 174, Near OM Ice Cream Factory, Borda, Salcete, Margao, Goa, 403602, holding Income Tax Card bearing PAN XXXXXXXXXX, represented herein by its Partners:

- (a) Mr. GILBERT VALENTO GOMES, son of late Mr. Inacio Joaquim Gomes, aged 37 years, occupation business, holding Income Tax Card bearing PAN XXXXXXXXXX, holding Aadhar card bearing No. XXXX XXXX XXXX, Contact No. XXXXXXXXXX, resident of House No. 174, Borda, Margao, Salcete, Goa;
- (b) Mr. POLLIE FALEIRO, son of late Mr. Paulo Faleiro, aged 35 years, occupation business, holding Income Tax Card bearing PAN XXXXXXXXXX, holding Aadhar card bearing No. XXXX XXXX XXXX, Contact No. XXXXXXXXXX, resident of House No. 816, Chandrawaddo, Fatorda, Salcete, Goa;

hereinafter referred to as the “**PROMOTER/DEVELOPER**”, (which expression unless repugnant to the context and meaning thereof shall mean and include its current and future partners, representative, successors-in-title/interest, executors, administrators and assigns) of the **FIRST PART**.

AND

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

2. **Mr./Mrs.** _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____,

_____, Aadhaar Card No. _____, Email address:
_____, Contact No. _____, marital status _____,

Indian National/s and hereinafter referred to as the “**PROSPECTIVE ALLOTTEE/S** or **PROSPECTIVE PURCHASER/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

AND

1. **Ms. REMEDIANA FALEIRO**, widow of Mr. Paulo Faleiro and daughter of late Mr. Lourence Colaco, aged 62 years, widow, Housewife, PAN card no. XXXXXXXXXXX, Aadhaar Card No. XXXXXXXXXXX, Indian National, resident of House No. 816, Chandra Waddo, Fatorda, Salcete, Goa
2. **Mrs. ANITA SAVINA FALEIRO**, daughter of late Mr. Paulo Faleiro, aged 41 years, service, married, PAN card no. XXXXXXXXXXX, Aadhaar Card No. XXXXXXXXXXX, Indian National and her husband;
3. **Mr. ANTONIO PAULO FERNANDES**, son of Mr. Martinho Fernandes, aged 46 years, married, service, Aadhaar Card No. XXXXXXXXXXX, both residents of House No. 110, Pedda, Ambelim, Assolna, Salcete, Goa;
4. **Mrs. SHARON FALEIRO XAVIER**, daughter of late Mr. Paulo Faleiro and wife of Mr. Manuel Xavier, aged 39 years, service, married, PAN card No. XXXXXXXXXXX, Aadhaar Card no. XXXXXXXXXXX, Indian National and her husband,
5. **Mr. MANUEL XAVIER**, son of Mr. Jose Vaz Xavier , aged 44 years, married, service, PAN card No. XXXXXXXXXXX, Aadhaar Card no. XXXXXXXXXXX, Indian National, both resident of House No. 711, Ambulor, Verna, Salcete, Goa
6. **Mrs. FLAVIA FALEIRO E FERNANDES alias FLAVIA FALEIRO**, daughter of late Mr. Paulo Faleiro and wife of Mr. Angelo Fernandes, aged 37 years, married, service, Aadhaar Card no. XXXXXXXXXXX, Indian National and her husband,

7. **Mr. ANGELO FERNANDES**, son of Mr. Thomas Jose Fernandes, aged 48 years, married, service, Portuguese National of Indian Origin, OCI card no. XXXXXXXXXXX, both resident of House no. 184, Cardoz Waddo, Caranzalem, Taleigao, Goa

8. **Mr. POLLIE FALEIRO**, son of late Paulo Faleiro, aged 34 years, married, business, PAN Card No. XXXXXXXXXXX, Aadhaar Card no. XXXXXXXXXXX and his wife

9. **Mrs. VELANKIA MIRANDA**, daughter of Mr. Joao Miranda and wife of Mr. Pollie Faleiro, aged 25 years, married, service, PAN Card No. XXXXXXXXXXX, Aadhaar Card No. XXXXXXXXXXX, both residents of House no. 816, Chandrawaddo, Fatorda, Salcete- Goa, All Indian Nationals and hereinafter referred to as the **“PROMOTERS/LAND OWNERS”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, successors and assigns) of the **THIRD PART**.

WHEREAS at ward No. 4, Chandrawaddo, Fatorda, of Salcete Taluka of Goa State, there exists a property known as “XIRA” (Gleba De Horte), within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described as a whole in the Land Registration office of Salcete under Description No. 43,939 of New Series, not enrolled in the Taluka Revenue office but surveyed under Chalta No. 7 of P. T. Sheet No. 6 of Margao City Survey.

This property known as “XIRA” (Gleba De Horte) is better described in the SCHEDULE A hereunder written and is hereinafter referred to as “SAID BIGGER PROPERTY”.

AND WHEREAS of the SAID PROPERTY was originally owned by Mr. Constantino Faleiro alias Costao Faleiro, upon whose death partitioned deed was executed on 13/05/1985 between the moiety holder and legal heirs of said Mr. Constantino Faleiro and the same was duly registered in the office of the Sub-Registrar, Salcete under Reg. No. 787 at pages 198 to 210 of Book No. I, Vol. No. 336 and registered on 04/06/1985, wherein the SAID BIGGER PROPERTY was described under Item No. 2 of the First Schedule therein and for the purpose of partitioning the same by meets and bounds, the same was divided into five sub-plots, of which the Plot No. 5 was allotted to Mr. Paulo Faleiro and his wife Mrs. Remediana Colaco.

AND WHEREAS in pursuance to the aforesaid Partition Deed, said Mr. Paul Faleiro got the said Plot no. 5 partitioned from the Survey records of the Said Bigger Property, resultant thereof, the Said Plot No. 5 came to be surveyed independently under Chalta No. 22 of P. T. Sheet No. 6 of Margao City Survey as admeasuring 759.00 Sq. Meters in the name of said Mr. Paulo Faleiro.

This Plot No. 5 is better described in the SCHEDULE B hereunder written and is hereinafter for the sake of convenience is referred to as "SAID PROPERTY".

AND WHEREAS said Mr. Paulo Faleiro expired on 14/12/2008 leaving behind his widow and moiety holder said Mrs. Remediana Colaco and as sole and universal heirs his following four children:

- (a) Mrs. Anita Savina Faleiro married to Mr. Antonio Paulo Fernandes (the member nos. 2 and 3 of the PROMOTERS/LAND OWNERS herein);
- (b) Mrs. Sharon Faleiro, then Spinster and now married to Mr. Manuel Xavier (the member no. 4 and 5 of the PROMOTERS/LAND OWNERS herein);
- (c) Mrs. Flavia Faleiro then spinster now known as Flavia Faleiro e Fernandes being married to Mr. Mr. Angelo Fernandes (member nos. 6 and 7 of the PROMOTERS/LAND OWNERS herein);
- (d) Mr. Pollie Faleiro then bachelor and now married to Mrs. Velankia Miranda (member nos. 8 and 9 of the PROMOTERS/LAND OWNERS)

As has been declared, confirmed and witnessed vide Deed of Succession dated 23/02/2009 drawn in the office of the Notary Ex-0fficio, Salcete at Margao, Goa and recorded at folio 452V to 43 of Deeds Book No. 1535;

AND WHEREAS vide Agreement for Sale cum Development dated 16/10/2020 duly registered in the office of the Sub-registrar, Salcete under Reg. No. MGO-1-2764-2020 registered on 21/10/2020, the LAND OWNERS have agreed to sell the SAID PROPERTY unto the PROMOTER/DEVELOPER for consideration in kind payable in terms agreed by allotting four residential premises and pending such allotment of premises, the LAND OWNERS have permitted the PROMOTER/DEVELOPER to develop the SAID PROPERTY.

AND WHEREAS in pursuance to the said understanding, the PROMOTER/ DEVELOPER intends to develop the SAID PROPERTY, by constructing a building consisting of Ground plus three storey commercial cum residential premises identified as Stilt and Ground Floor (Parking plus four Shops), Upper Ground Floor (three flats), First Floor and Second Floor (consisting of Five Flats on each floor) and in pursuance thereto obtain following permissions and approvals in respect of the said development:

- (i) Development Permission dated 17/12/2020 under Ref. No. SGPDA/P/6365/1070/20-21 issued by South Goa Planning and Development Authority;
- (ii) NOC dated 23/12/2020 under Ref. No. UHC/NOC/1166 from Urban Health Centre, Margao, Goa;
- (iii) Construction License dated 29/12/2020 under Licence No. A/60/2020-2021 issued by Margao Municipal Council;
- (iv) Conversion Sanad dated 27/01/2021 under Ref. No. AC-II/SAL/SG/CONV/55/2020/964 issued by Addl. Collector-II, South Goa, Margao thereby permitting to use the said area of 759.00 Sq. Meters for Residential use.

AND WHEREAS the development proposed in the Said Property is proposed to be developed with name "PAULO RESIDENCY";

AND WHEREAS the ALLOTTEE/S has/have agreed to purchase a residential premises bearing number **Shop/Flat No.** _____ on the _____ floor, (herein after referred to as the said "Said Premises") in the Building called PAULO RESIDENCY (herein after referred to as the "Said Building"); The Development of the SAID PROPERTY/PROJECT LAND by constructing the 'Said Building' is hereinafter referred to as "SAID PROJECT".

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

AND WHEREAS the PROMOTER/ DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed

thereunder Act with the Real Estate Regulatory Authority at Panaji under No. _____;
authenticated copy is furnished to the ALLOTTEE/S;

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

AND WHEREAS by virtue of the Agreement for Sale Cum Development dated 16/10/2020 the PROMOTER/ DEVELOPER has sole and exclusive right to sell the premises (except four premises reserved for PROMOTER/LAND OWNERS) in the Said Building to be constructed by the PROMOTER/ DEVELOPER on the project land and to enter into Agreement/s with the ALLOTTEE/S of the Promoter's premises and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the ALLOTTEE/S, the PROMOTER/ DEVELOPER has given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Bipin Vernekar and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee/s has/have acknowledges the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the PROMOTER/ DEVELOPER, or any other relevant revenue record showing the nature of the title of the PROMOTER/ LAND OWNERS and development rights of the PROMOTER/ DEVELOPER to the project land on which the Said Building is to be constructed were also furnished to the ALLOTTEE/S;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTER/ DEVELOPER and according to which the construction of the 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 Said Premises agreed to be purchased by the ALLOTTEE/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got all the approvals as detailed above from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Building wherever applicable and shall obtain the further approvals, if any, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building;

AND WHEREAS while sanctioning the said plans concerned 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/s 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/S has/have approached the Promoter for purchase of a Premises in the Said Project after the ALLOTTEE/S being satisfied, having verified through his/her/their lawyer, that the title of the SAID PLOTS/PROJECT LAND is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations, having been agreeable to the ALLOTTEE/S of his/her/their own will and accord, has expressed unto the PROMOTER his/her/their willingness to purchase **Shop/Flat No.** _____ admeasuring _____ Sq. meters of carpet area, located on the _____ Floor of the Said Building of the Said Project for a total consideration of **Rs. _____/- (Rupees _____ Only)**. The consideration of **Rs. _____** includes the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only (but excluding unused and future FAR), excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

This **Shop/Flat No.** _____ is more particularly described in the **SCHEDULE C** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER is as specified in **SCHEDULE C1** hereunder.

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the Said Premises is _____ square meters;

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

AND WHEREAS prior to the execution of these presents, the ALLOTTEE/S has/have paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the ALLOTTEE/S has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement for sale of Said Premises with the ALLOTTEE/S, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the ALLOTTEE/S hereby agrees to purchase the Said Premises.

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

1. The Promoter shall construct the Said Building consisting of Ground plus three storey commercial cum residential premises identified as Stilt and Ground Floor (Parking

plus four Shops), Upper Ground Floor (three flats), First Floor and Second Floor (consisting of Five Flats on each floor) on the project land in accordance with the plans and designs as approved by the concerned competent authority from time to time wherever applicable. Provided that the Promoter shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the Said Premises of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum four percent of carpet area) agreed to be sold to the ALLOTTEE/S. No approval of the ALLOTTEE/S shall be required to be obtained for variation (increase or decrease) upto four percent of the carpet area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

1.a (i) The ALLOTTEE/S hereby agree/s to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/S the **Shop/Flat No.** ____ of ____ Sq. meters of ____ Sq. meters of carpet area as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A** for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

(ii) The ALLOTTEE/S hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE/S covered parking bearing No ____ situated at Basement/Ground Floor/Stilt for the consideration of Rs. _____/-

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

1(c) The ALLOTTEE/S has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the manner detailed out in **SCHEDULE D** herein later written.

All payments shall be made by local cheques or DD. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the ALLOTTEE/S will also be paid by the PROMOTER in Indian rupees only.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of GST, Infrastructure tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Said Premises. All these taxes and other outgoings shall be borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as and when due or demanded.

1(e) The Total Price is escalation-free, save and except:

- (a) escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.
- (b) escalations/increases in case of changes suggested by the ALLOTTEE/S to the SAID PREMISES or in case the ALLOTTEE/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTER.

However it is made absolutely clear that the PROMOTER has absolute discretion not to entertain the request for change/changes in the plan as desired by the ALLOTTEE/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the ALLOTTEE/S. All such changes desired by the ALLOTTEE/S, should be within the rules and regulations of competent authorities.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE/S 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/S by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the ALLOTTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, 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 excess money paid by ALLOTTEE/S 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/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the Promoter shall demand additional amount from the ALLOTTEE/S 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(h) The ALLOTTEE/S authorize/s the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the ALLOTTEE/S undertake/s 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 Said Premises to the ALLOTTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Said Premises.

2.2 Time is essence for the Promoter as well as the ALLOTTEE/S. The Promoter, subject to clause 6 contained herein later, shall abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEE/S has/have paid all the consideration and other sums due and payable to the PROMOTER as per the agreement Similarly, the ALLOTTEE/S shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The PROMOTER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is 759.00 square meters only and PROMOTER has planned to utilize FAR of 759.00 Sq. meters. The PROMOTER has disclosed the FAR of 759.00 sq. mtrs as proposed to be utilized by it on the SAID PLOT in the Said Project and ALLOTTEE/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by the PROMOTER by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S, the Promoter agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession. The ALLOTTEE/S 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/S to the Promoter under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S(s) to the Promoter .

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

Provided that, PROMOTER shall give notice of seven days in writing to the ALLOTTEE/S, by email at the email address or by registered AD at the address provided by the ALLOTTEE/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTER shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTER may in its absolute discretion think fit and in such case, no permission or consent of the ALLOTTEE/S shall be required to be obtained nor the ALLOTTEE/S shall be required to be joined in any such further transaction. If the ALLOTTEE/S refuse/s to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/S (subject to adjustment, deduction and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the ALLOTTEE/S to the PROMOTER but the PROMOTER shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 30% of the consideration of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the ALLOTTEE/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking, if any, or proportionate share in the land.

Provided further, that in case, the ALLOTTEE/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the said premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above, notwithstanding that such

restoration shall be executed at a future date. In case the cost of such restoration exceeds the refundable amount, the ALLOTTEE/S shall be liable to pay the differential amount to the PROMOTER within 8 days of such automatic termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Said premises as are set out in Schedule E hereto.

6. The Promoter shall give possession of the Said Premises to the ALLOTTEE/S on or before ____ day of the month of ____ of the year ____ subject to following proviso. If the Promoter fails or neglects to give possession of the Said Premises to the ALLOTTEE/S 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/S the amounts already received by him in respect of the Said Premises 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. The PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date, if the completion of building in which the Said Premises 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;
- (i) Any delay on part of Municipality or any other Public or Statutory Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations/revision/renewal of plans to the said project under construction;
- (iv) Force-majeure causes or other reasons beyond the control of the PROMOTER;

- (v) any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, lockdowns, epidemics or war.
- (vi) any delay due to shortage/non-availability of construction material, shortage/scarcity/non-availability of labour, activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time;
- (vii) Any additional work in the Said premises undertaken by the PROMOTER at the instance of the ALLOTTEE/S;
- (viii) Any delay or default by the ALLOTTEE/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTER under this Agreement).

The ALLOTTEE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession. The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER shall have sufficient time to complete the Said Project.

7.1 Procedure for taking possession.— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Said Premises, to the ALLOTTEE/S in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the ALLOTTEE/S, provided all monies payable under this agreement are paid in full, the ALLOTTEE/S is not guilty of any violation of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

If the ALLOTTEE/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities

shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

7.2 The ALLOTTEE/S shall take possession of the Said Premises within 15 days of the written notice from the promoter to the ALLOTTEE/S intimating that the Said Premises are ready for use and occupancy.

7.3 Failure of ALLOTTEE/S to take Possession of Said Premises upon receiving a written intimation from the Promoter as per clause 7.1 (including in case of refusal of service or deemed service), the ALLOTTEE/S shall take possession of the Said Premises 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 Said Premises to the ALLOTTEE/S.

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

7.4 If within a period of five years from the date of handing over the Said Premises to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises is situated or any defects 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/S shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. But the PROMOTER shall not be responsible or liable to rectify or pay compensation, where the defect is attributable to the acts of the ALLOTTEE/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other ALLOTTEE/S in their respective premises. But the promoter may offer services to rectify such defects with charges. Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls, pilling of paints

due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of the floor or walls by the ALLOTTEE/S or occupier of neighbouring premises cannot be and shall not be considered as defective work.

8. The ALLOTTEE/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it is approved. The ALLOTTEE/S shall use the parking space, if allotted, only for purpose of parking the vehicle. It is agreed that unless, this agreement reserves a particular parking space for the ALLOTTEE/S, the ALLOTTEE/S shall not have any right to parking slot.

9. The Allottee/s along with other Allottee/s(s) of premises 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 execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s.

As the Society to be formed shall be maintenance society, the PROMOTER shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Property corresponding to the Said Premises (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTER) by executing Sale Deed in favour of the ALLOTTEE/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate. In case the ALLOTTEE/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTER as administrative charges for third party transfer. Administrative Charges

payable to the PROMOTER in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the ALLOTTEE/S.

The ALLOTTEE/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the ALLOTTEE/S to the PROMOTER under this Agreement are fully paid up and only if the ALLOTTEE/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE/S has/have intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER for such transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTER unto the ALLOTTEE/S, without the consent of the PROMOTER shall be invalid.

No objection shall be taken by the Allottee/s 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/s that the Said Premises is ready for use and occupancy, the Allottee/s, irrespective of whether the Allottee/s has/have taken possession or not, shall be liable to bear and pay the proportionate of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

9.2. The PROMOTER shall not be responsible for the maintenance of the Said Building and it shall be the collective responsibilities of the purchasers of the various premises to contribute the amount and maintain the Said Building from the date of occupancy certificate.

10. The ALLOTTEE/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTER whichever is earlier, pay to the PROMOTER, the following amounts :-

- (i) Rs. 10/- for share money, application entrance fee of the Society;
- (ii) Rs. 7500/-for formation and registration of the Society;
- (iii) such sum as payable towards Water, Electric, and other utility and services connection charges (at actual);
- (iv) such sum as payable towards electrical receiving, transformer and Sub-Station (at actual);
- (v) Rs. 12000/- as legal charges + GST, if any;
- (vi) such sum as payable towards infrastructure Tax on Said Premises (at actual);
- (viii) such amount as payable towards Stamp Duty and Registration Charges, as per the rate as prevailing at the time of registration.

11. The Allottee/s shall pay to the Promoter a sum of Rs. 7500/- 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 Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws. Any amount remaining unspent, if any, from heads mentioned under clause 9, 10 and 11 shall be considered as clerical and administrative charges of the PROMOTER and shall not be refunded.

12. At the time of registration of sale deed, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER and LAND OWNERS

The Promoter and or Land Owners hereby represents and warrants to the Allottee/s as follows:-

- i. The LAND OWNERS as on date has clear and marketable title with respect to the said property as declared in the title report and the PROMOTER has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The PROMOTER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Property and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no known encumbrances upon the said property or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the said property or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Property and Said Premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, said property and said premises 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, said property, said premises 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/S created herein, may prejudicially be affected;
- vii. The PROMOTER and or LAND OWNERS has/have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the Said Premises which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement but the PROMOTER is free to enter into any contract with

third party to develop the said property or any part thereof and no permission of the ALLOTTEE/S shall be required;

- viii. The PROMOTER confirms that the PROMOTER as on date is not restricted in any manner whatsoever from selling the said premises to the ALLOTTEE/S in the manner contemplated in this Agreement;
- ix. The PROMOTER has/have duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the ALLOTTEE/S undertakes to reimburse the PROMOTER towards such amount so paid, proportionate to the super built up area of the Said Premises;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received or served upon the LAND OWNERS in respect of the said property and/or the Project as on date.
- xi. For any claims, liability, dispute arising between the PROMOTER and the ALLOTTEE/S as regards the construction, the LAND OWNERS shall not be responsible and the ALLOTTEE/S shall have no claim of whatsoever nature as against the LAND OWNERS, except right to call for transfer of undivided share in the land proportionate to the SAID PREMISES.

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

- i. To maintain the Said Premises at the ALLOTTEE/S own cost in good and tenantable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything to the Said Premises and or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in

which the Said premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required;

- ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Premises is situated, including entrances of the building in which the Said Premises is situated and in case any damage is caused to the building in which the Said Premises is situated or to the Said Premises on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach;
- iii. To carry out at ALLOTTEE/S own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it shall be delivered by the PROMOTER to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- iv. Not to demolish or cause to be demolished the Said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members

in the Said Premises without the prior written permission of the PROMOTER and/or the Society;

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the said project in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the said land and the building in which the Said Premises is situated;
- vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, share of security deposit and other amounts as demanded by the PROMOTER, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said Premises is situated;
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Premises by the ALLOTTEE/S to any purposes other than for purpose for which it is sold;
- ix. The ALLOTTEE/S/PURCHASER/S along with other ALLOTTEE/S/PURCHASER/S of Said Premises in the said project shall join in forming and registering the Society to be known by name PAULO RESIDENCY CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD." or such other name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTER to register the common organisation of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S if any changes or modifications are made

in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;

- x. The ALLOTTEE/S shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- xi. The ALLOTTEE/S shall permit the PROMOTER and or SOCIETY and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and the ALLOTTEE/S shall abide by the directions/requisitions made by the PROMOTER towards the upkeep and or maintenance of the said premises;
- xiii. If this agreement reserves parking slot for the ALLOTTEE/S, the ALLOTTEE/S shall strictly park his/her/their vehicle in the allotted parking space. No double Parking shall be allowed. No washing of the car shall be allowed but only Dry and Wet cleaning;
- xiv. The ALLOTTEE/S shall not be entitled to partition his/her/their share from the SAID PROPERTY;
- xv. The ALLOTTEE/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PROPERTY;
- xvi. The ALLOTTEE/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES and the facade of the Building in the same forms the PROMOTER constructed it and shall not at any time alter the said

- elevations in any manner, except with the prior written permission from the PROMOTER;
- xvii. The ALLOTTEE/S agree to abide by the rules specified by the PROMOTER to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTER to maintain the uniformity of the elevation;
 - xviii. The ALLOTTEE/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER;
 - xix. The ALLOTTEE/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space;
 - xx. The ALLOTTEE/S agree/s to not make any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER;
 - xxi. The ALLOTTEE/S shall agree to not make any changes to the landscaping work, if any, for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTER;
 - xxii. The ALLOTTEE/S shall agree to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind;
 - xxiii. The Said Project may be completed in Phased manner and the ALLOTTEE/S shall not create any obstruction to the PROMOTER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unused FAR/increased FAR;
 - xxiv. No feeding to pigeons or stay animals in and around the Said project;
 - xxv. For any violation of the obligation of the ALLOTTEE/S arising from this agreement, the ALLOTTEE/S shall be liable to pay within seven days of demand a sum of Rs. 50,000/- per breach of obligation. Any payment thereafter shall attract interest @ 9% p.a. from the date of demand till the said amount is paid;

xxvi. The Terrace area shall be for common use of purchasers of various premises in the Said Building and shall not be used for private purpose except for installing Cable TV antenna;

xxvii. The name of the said project shall be PAULO RESIDENCY and that of the Society that shall be formed shall be named "PAULO RESIDENCY Co-operative Maintenance Housing Society Ltd." at all times which the ALLOTTEE/S agree/s not to change individually or in association with the owners of the other premises in the said project.

15. It is made clear that in respect of the premises remaining unsold in the said building, whether before or after the formation of society and maintenance of the Said Building by such society, the PROMOTER shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER shall not be required to contribute towards annual maintenance of the said building complex/said development scheme corresponding to the unsold premises.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises or of the Said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Said Premises along with the proportionate indivisible share hereby agreed to be sold to him/her/them. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Premises 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/s who has taken or agreed to take Said Premises.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever but after deducting 10% of the amount paid towards breach.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S / SUBSEQUENT 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 Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/S of the Said premises, in case of a transfer, as the said obligations go along with the Said premises for all intents and purposes.

23. 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.

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

Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment, in common with other ALLOTTEE/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTER on the super built up area of the said premises and borne by the ALLOTTEE/S accordingly.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, after the Agreement is duly executed by the Allottee/s 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.

27. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee/s

(Allottee/s’s Address) _____

Notified Email ID:

Name of PROMOTER

FUTURISTIC CONSTRUCTION,

Office at 174, Near OM Ice Cream Factory, Borda, Salcete, Margao, Goa, 403602.

It shall be the duty of the Allottee/s 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 failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

29. JOINT ALLOTTEE/S

That in case there are Joint Allottee/ss all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/ss.

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and sale deed shall be borne by the Allottee/s.

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

32. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE A

(of the SAID BIGGER PROPERTY)

ALL THAT landed property known as "XIRA" (Gleba De Horte), within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described as a whole in the Land Registration office of Salcete under Description No. 43,939 of New Series, not enrolled in the Taluka Revenue office but surveyed under Chalta No. 7 of P. T. Shete No. 6 of Margao City Survey and is bounded as under:

EAST : by land of Narcinva Morto Naik;

WEST : by property of Joaquim Francisco Lazaro Andrade;

NORTH : by paddy field of Comunidade of Raia; and
 SOUTH : by Public Road.

SCHEDULE B

(of the SAID PROPERTY)

ALL That property admeasuring 759.00 Sq. Meters forming an independent and separate property in itself being surveyed under Chalta No. 22 of P. T. Sheet No. 6 of Margao City Survey erstwhile identified as Plot No. 5 and erstwhile formed part of the Said Bigger Property described in SCHEDULE A hereinabove written and is bounded as under:

EAST : by property under Chalta No. 8 of P. T. Sheet No. 6;
 WEST : by property under Chalta No. 7 of P. T. Sheet No. 6;
 NORTH : by property under Chalta No. 21 of P. T. Sheet No. 6; and
 SOUTH : by Public road

SCHEDULE C

(OF THE SAID PREMISES)

ALL THAT Shop/Flat No. _____ admeasuring _____ Sq. metres of Carpet Area, located on the _____ floor of the Building known as PAULO RESIDENCY under construction in the SAID PROPERTY described in Schedule B above and is bounded as under:

On the East : by _____;
 On the West : by _____;
 On the North : by _____;
 On the South : by _____.

The SAID PREMISES is better identified in the PLAN annexed hereto.

SCHEDULE C1

(AREA STATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;

Built-up area : _____ Sq. meters;
 Carpet Area : _____ Sq. meters.

SCHEDULE D

(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTER as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration	
i)	At the time of booking/ executing this agreement	10%	Rs.
ii)	On completion of Plinth	__%	Rs.
iii)	On the completion of 2 nd Floor Slab	__%	Rs.
vi)	On the completion of 4 th Floor/Roof Slab	__%	Rs.
vi)	On commencement of laterite masonry	__%	Rs.
xiii)	On commencement of Internal plastering	__%	Rs.
xiv)	On commencement of tiles fitting	__%	Rs.
xv)	Within 15 days of receipt of Occupancy Certificate or at the time of delivery possession, whichever is earlier	__%	Rs.
TOTAL		100%	Rs. _____/-

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

SCHEDULE E

(Project Specification)

Structure: The building shall be RCC framed structure with 20 cms thick laterite or brick walls externally, and 10 cms, walls internally for partitions.

Plaster: The external wall shall be furnished with 2 coats of 18 mm thick cement plaster, and the internal wall shall be, 12 mm thick plaster, with Birla putty.

Flooring: The flooring of all rooms shall be provided with coloured vitrified tiles (2 x2).

Kitchen: The kitchen platform shall be provided with granite stone on the top surface, a stainless still sink and Dado upto 45 cms high shall be provided with coloured ceramic tiles.

Doors: The main door frame size is of 5*”X2.5” thickness Sal wood/W.PVC and shutter of panelled Teak wood. All internal door frames are of size 4” X 2.5” thick Sal wood/ W.PVC or of equivalent type and shutter shall be Block board. Toilet doors shall be of waterproof type shutter.

WINDOWS: The windows shall be of aluminium 4 series powder coated sliding type.

Paint: External walls shall be painted with cement paint and internal walls shall be painted with acrylic emulsion paint.

Electricals: The electrical wiring shall be of concealed type and the points are as follows:

Hall: 2 Light Points, 2 Fan Points, 4 Plug Points.

Bedroom: 2 Light Points, 1 Fan Point, 1 Plug Point.

Kitchen: 2 Light Points, 1 Fan Point, 1 Plug Point and 1 No. 15 Amps Plug Point.

Toilet: 1 Light Points and 1 No. 15 Amps Plug point.

Balcony: 1 no. light point.

Plumbing:

All water carrying line shall be of Prince/Finolex U.P.V.C Waste water/soil water down take line shall be of S.W.R. pipes.

Sewage: The eternal chamber works will be with P.V.C. Pipes connecting to Govt. Sewerage line. The Sanitary fittings and plumbing shall be either jaguar/Hind Ware/E.S.S./ Benelive/CERA. There shall be common underground water storage sump and P.V.C. over head water tanks.

The ALLOTTEE/S shall strictly park his/her/their vehicle in the car park slot (if any) allotted by the PROMOTER. The ALLOTTEE/S shall have no right to any specified car park, if the Car Parking slot is not mentioned as allotted in this instrument.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.