

MODEL FORM OF AGREEMENT

This Agreement made at Mapusa, Bardez, Goa, on thisDay in the Year Two Thousand

BETWEEN

M/s. VIRANI VENTURES, a Partnership Firm having PAN no.AALFV5978K duly registered with the Registrar of Firms under no.72/14 on 14/05/2014, with its Office at Khalap Building, opposite Municipal Market, Mapusa, Goa represented hereinby its Partners (1) **MR. MEHBOOB ISMAIL VIRANI** age 60 years, son of Shri. Ismail Jusab Virani, married, Indian National, businessman, PAN no. ABOPV8319A, residing at Feira-Alto, Mapusa, Goa; (2) **MR.RAHIM MEHBOOB VIRANI**, age 29 years, son of Mehboob Ismail Virani, married, businessman, Indian National, PAN No. ADIPV8387Q, residing at Feira-Alto, Mapusa, Goa, hereinafter called as the **DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof include its successors in title, legal representatives and assigns, etc.) of the FIRST PART.

The Partner no.1, Shri.Mehboob Ismail Virani is represented by his lawful attorney, the Partner no.2, Mr. Rahim Mehboob Virani, by virtue of Power of Attorney dated 03/06/2015 registered at Serial no.932/2015 executed by Shri. A. K. Phadte, Notary at Mapusa, Bardez,Goa .

AND

(1)**MR. MEHBOOB ISMAIL VIRANI** (PAN no.ABOPV8319A) age 64 years, son of Shri. Ismail Jusab Virani, businessman, and his wife (2)**MRS.YASMIN MEHBOOB VIRANI**, (PAN no. ABKPV7218A), age 62 years, businesswoman, both Indian Nationals and residing at Feira-Alto, Mapusa, Goa, hereinafter referred to as the "CONFIRMING PARTY", (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, successors ,legal representatives and assigns), of the SECOND PART.

AND

MR. _____, son of _____, age ____ years, Indian National, _____, PAN _____, residing at _____, hereinafter called the **ALLOTTEE/S** (which expression shall unless repugnant to the context or meaning thereof include his successors, legal representatives, and administrators) of the THIRD PART.

WHEREAS

- a. The CONFIRMING PARTY No.1 is the Owner in possession of the Property measuring 3625 square meters, surveyed under survey no.23/3-C, which forms a part of the larger property known as "AFORAMENTO or" GAICHEA GOLACH MATTO" or "SAKHALE GALU", situated within the limit of the Village Panchayat of Socorro, Taluka Bardez, District North Goa, by virtue of instrument of Deed of Sale dated 20/2/2007 bearing registration no.1252 at pages 1 to 59 of Book I, Volume No. 2031 on 16/03/2007 before the Sub-Registry of Bardez Taluka, Goa, the said property is more particularly described in SCHEDULE NO.I hereafter written which property shall hereinafter be referred to as the "Said Property"
- b. The DEVELOPER which is a Partnership firm consisting of four partners namely (1) MehboobIsmail Virani (2) Yasmin MehboobVirani (3) Rahim MehboobVirani and (4) Neekash Rahim Virani have entered into Partnership firm to carry on business of real estate developers, Builder, commission agents, contractors and sub contractor, estate etc. under the name and style "M/s.VIRANI VENTURES" with effect from 01/04/2013. THE CONFIRMING PARTY NO.1 has brought the Said Property in to the said

partnership firm as partnership asset for the purpose of development of the said property.

- c. THE CONFIRMING PARTY NO.1no.2 being married to THE CONFIRMING PARTY NO.1no.1, has acquired moiety share in the Said Property.
- d. The DEVELOPER propose to develop the Said Property and have started the construction of the Building Project on the Said Property, as per the Construction Licenceno.VP/SOC/2393/2013-2014 dated 15/01/2014 and Construction LicenceNo.VP/SOC/3142/2016-2017 issued by the Office of Village Panchayat Socorro, Bardez, Goa dated 27/02/2017 and according to the Technical Clearance Order no.TPBZ/1748/SOC/TCP-14/24 dated 02/01/2014 of Town& Country Planning Department, Mapusa, Goa. And has also obtained Sanad for Conversion no.RB/CNV/BAR/318/2008 dated 01/06/2009 and Order no. RB/CNV/BAR/318/2008 dated 06/09/2013 for extension of validity of the said sanad and SanadNo.RB/CNV/BAR/COLL/318/2008 dated 19/03/2015 from the Collector of North Goa for use of Said Property. The building project shall hereinafter be referred to as “The Palms Socorro”.

AND WHEREAS the DEVELOPER is in occupation and possession of ootherwise well and sufficiently entitled to the Said Property free from all encumbrances, the Said Property which is more particularly described in Schedule I forming part of this agreement.

AND WHEREAS the DEVELOPER has proposed to construct on the landProject knows as “ The Palms Socorro”comprising of 27 apartments having Basement, ground, First, Second and thirdfloorand 5 Villas .

AND WHEREAS the ALLOTTEE/Shas agreed to purchase from the DEVELOPER residential Unit/ Villa bearing no. _____ on the _____.floor , which is more particularly described in the Schedule II forming part of this agreement along with the proportionate undivided right in the Said Property.

AND WHEREAS the 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 DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act,2016 and rules framed there under Act with the Real Estate Regulatory Authority at _____ under no _____; authenticated copy is attached in Annexure.

AND WHEREAS the DEVELOPERhas appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building/Buildings.

AND WHEREAS the DEVELOPER and CONFIRMING PARTY have sole and exclusive right to sell the Apartments/Villas in the said building/s constructed/to be constructed by the DEVELOPER on the Said Property and to enter into Agreement/s with the ALLOTTEE/S of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the ALLOTTEE/S, the DEVELOPER has given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the Said Property, the approvals/sanctions / licenses / permissions / Building plans in respect of the residential unit/s prepared by the DEVELOPER's Architects Messrs. _____
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 there under; and the ALLOTTEE/S has acknowledged the receipt of the same.

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the DEVELOPER and according to which the construction of the buildings and open space are proposed to be provided for on the said project land have been annexed hereto;

AND WHEREAS the DEVELOPER has got some of the approvals from the concerned competent authority(s) to the plans, the specification, elevations, sections and of the said building/s whenever applicable and shall obtain the balance approvals 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 DEVELOPER 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 DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said approved plans.

AND WHEREAS the ALLOTTEE/S has approached the DEVELOPER for purchase of an Apartment no. _____ on the _____ floor in wing _____ situated in the building no. _____ being constructed in the _____ phase of the said project “The Palms Soccoro”

AND WHEREAS the carpet area as defined under clause (k) of section 2 of the Act, of the said Apartment is _____ square metres.

AND WHEREAS, the parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws and 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 paid to the DEVELOPER a sum of Rs. _____ (Rupees) Only being advance payment or an application fee as provided to section 13 of the said Act (the payment and receipt whereof the DEVELOPER both hereby admit and acknowledge) and the ALLOTTEE/S has agreed to pay to the DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the DEVELOPER has registered the Project under the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under with the Real Estate Regulations Authority under no. _____

AND WHEREAS under section 13 of the said Act, the DEVELOPER is required to execute a written Agreement for sale of said Apartment 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 DEVELOPER hereby

agrees to sell and the ALLOTTEE/Sheby agrees to purchase the Apartment and the garage/covered parking (if applicable)

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

1. The DEVELOPER shall construct the said building/s consisting of _____/basement and ground/stilt/_____/podiums and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the DEVELOPER shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variation or modifications which may adversely affect the Apartment of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law.

1.a(i) The ALLOTTEE/S hereby agreed to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the ALLOTTEE/S, Apartment no _____ of the Type _____ of carpet area admeasuring _____sq.metres. The Apartment shall also have an exclusive carpet area of balcony of _____square meters with an exclusive terrace area _____square metres if any, on _____ floor in the building Project (hereinafter referred to as the Apartment) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____(Rupees _____)only which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature ,extent and description of the common areas and facilities which are more particularly described in the schedule annexed herewith.

(ii) The ALLOTTEE/S hereby agrees to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the ALLOTTEE/S covered parking bearing nos. _____ situated at _____ basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____(Rupees _____) only.

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

1(c) The ALLOTTEE/S/S has paid on or before execution of this agreement a sum of Rs.only (not exceeding 10% of the total consideration) as advance payment or applicationfee and hereby agrees to pay to the DEVELOPER the balance amount of Rs. (Rupees) in the following manner.

i. Amount of Rs./() (not exceeding 30% of the total consideration) to be paid to the DEVELOPER after the execution of agreement.

ii Amount of Rs./() not exceeding 45% of the total consideration to be paid to the DEVELOPER on completion of the plinth of the building or wing in which the said Apartment is located or on whichever is earlier.

iii Amount of Rs. / () not exceeding 70% of the total consideration to be paid to the DEVELOPER on completion of the slabs including podiums and stilts of the building or wing in which the said apartment is located or on whichever is earlier.

iv Amount of Rs. () not exceeding 75% of the total consideration) to be paid to the DEVELOPER on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v Amount of Rs.() (not exceeding 80% of the total consideration) to be paid to the DEVELOPER on completion of the sanitary fittings, staircase, lift, wells, lobbies upto the floor level of the said Apartment.

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

Viii Balance Amount of Rs. Against and at the time of handing over of the possession of the Apartment to the ALLOTTEE/S/S on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties.

1(d) The total price above excludes taxes (consisting of tax paid or payable by the DEVELOPER by way of infrastructure tax, GST and cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the DEVELOPER up to the date of handing over the possession of the Apartment/Plot.

1(e) The total price is escalation free, save and except escalations/increases due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time .The DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authority etc., the DEVELOPER 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.

1(f) The DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal installments 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 DEVELOPER.

1(g) The DEVELOPER 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 DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by the ALLOTTEE/S within forty fivedays 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 toas the said Rules) from the date when such an

excess amount was paid by the ALLOTTEE/S . If there is increase in the carpet area allotted to ALLOTTEE/S, the DEVELOPER shall demand additional amount from the ALLOTTEE/Sas per the next milestone of the Payment Plan. Allthese monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

1h) The ALLOTTEE/S authorize the DEVELOPER 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 DEVELOPER may in its sole discretion deem fit and the ALLOTTEE/S undertakes not to object/demand/direct the DEVELOPERto adjust his payments in any manner.

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

2.2 Time is essencefor the DEVELOPER as well as the ALLOTTEE/S. The DEVELOPER shall abide by the timeschedule for completing the project and handing over the Apartment to the ALLOTTEE/S and the common areas to the association of 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 have paid all the consideration and other sums due and payable to the DEVELOPER as per the agreement. Similarly, the ALLOTTEE/S shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the DEVELOPER, as provided in clause 1(c) hereinabove.

(Payment Plan)

3. The DEVELOPER hereby declares that the Floor Area Ratio available as on date in respect of the project land is _____square metres only and the DEVELOPER has planned to utilize Floor area ration of _____by availing of TDR of FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control

Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The DEVELOPER has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project land in the said Project and ALLOTTEE/S has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to DEVELOPER only.

4.1 If the DEVELOPER fails to abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE/S, the DEVELOPER agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the 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 DEVELOPER , interest as specified in the said Rules , on all the delayed payment which become due and payable by the ALLOTTEE/S to the DEVELOPER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S(s) to the DEVELOPER.

4.2 Without prejudice to the right of DEVELOPER 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 DEVELOPER under this agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on ALLOTTEE/S committing three defaults of payment of installments, the DEVELOPER shall at his own option, may terminate this agreement; Provided that, DEVELOPER shall give notice of fifteen days in writing to the ALLOTTEE/S by Registered Post AD at the address provided by the ALLOTTEE/S and mail at the e-mail address provided by the ALLOTTEE/S, of his 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 or breaches mentioned by the DEVELOPER within the period of notice then at the end of such notice period DEVELOPER shall be entitled to terminate this agreement.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER shall refund to the ALLOTTEE/S (subject to adjustment and

recovery of any agreed liquidated damages or any other amount which may be payable to DEVELOPER) within a period of sixty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the ALLOTTEE/S to the DEVELOPER and the DEVELOPER shall not be liable to pay to the ALLOTTEE/S any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular band, or its equivalent or price range (if unbranded) to be provided by the DEVELOPER in the said building and the Apartment as are set out in Annexure annexed hereto.

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

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

(i) war, civil commotion or act of Goa

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

7.1 PROCEDURE FOR TAKING POSSESSION :

The DEVELOPER 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 Apartment to the ALLOTTEE/S in terms of this Agreement to be taken within one month from the date of issue of such notice and the DEVELOPER shall give possession of the Apartment to the ALLOTTEE/S. The DEVELOPER agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfillment of any of the provisions, formalities,

documentation on part of the DEVELOPER. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the DEVELOPER or association of ALLOTTEE/S, as the case may be. The DEVELOPER on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of ALLOTTEE/S to take possession of the Apartment upon receiving a written intimation from the DEVELOPER as per clause 7.1 the ALLOTTEE/S shall take possession of the Apartment from the DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this agreement and the DEVELOPER shall give possession of the apartment to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession within the time limit 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 Apartment to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the DEVELOPER any structural defect in the Apartment or the building in which the apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the DEVELOPER 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 DEVELOPER compensation for such defect in the manner as provided under the act. In case the ALLOTTEE/S carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s then in such an event the DEVELOPER shall not be liable to rectify or pay compensation. But the DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work.

8. The ALLOTTEE/S shall use the apartment or any part thereof or permit the same to be used for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The ALLOTTEE/S along with other ALLOTTEES of Apartments in the building shall join in forming and registering the society or Association or a Limited Company to be known by such name as the DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or limited company and for becoming a member, including the byelaws of the proposed society and duly filling, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the ALLOTTEE/S, so as to enable the DEVELOPER to register the common organization of ALLOTTEE/S. 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/r Articles of Association as maybe 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 is given by the DEVELOPER to the ALLOTTEE/S that the Apartment is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the apartment) of outgoings in respect of the project land and Building/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, chowkidars, sweepers and all other expenses necessary and incidentals to the management and maintenance of the project land and building/s. Until the association of ALLOTTEE/S is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the ALLOTTEE/S shall pay to the DEVELOPER such proportionate share of outgoing as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S's share is so determined the ALLOTTEE/S shall pay to the DEVELOPER provisional monthly/yearly contribution of Rs____ per month/annum towards the outgoings. The ALLOTTEE/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings

regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the nonpayment or default in payment of outgoings on time by ALLOTTEE/S shall be regarded as the default on the part of the ALLOTTEE/S and shall entitle the DEVELOPER to charge interest on the dues in accordance with the terms and conditions contained herein

10. The ALLOTTEE/S shall on or before delivery of possession of the said premises keep deposited with the DEVELOPER the following amounts.

(i) Rs. _____ for share money, application, entrance fee of the Society or Limited Company/Federation/Apex body

(ii) Rs. _____ for formation and registration of the Society or Limited Company/Federation/Apex Body .

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex Body .

(iv) Rs. _____ For deposit towards provisional monthly contribution towards outgoings of the Society or Limited Company/Federation/Apex Body .

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

(vi) Rs. _____ For deposit of electrical receiving, transformer and Sub-Station provided in layout

(vi) Rs.as legal charges

(vii) Rs. _____ as infrastructure Tax

(viii) Rs _____ as corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. _____ as Stamp Duty and Registration Charges

11. The ALLOTTEE/S shall pay to the DEVELOPER a sum of Rs.for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the DEVELOPER in connection with formation of the said Society or Limited Company/Federation/Apex Body and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or lease of the structure of the Building or wing of the building, the ALLOTTEE/S shall pay to the DEVELOPER, the ALLOTTEE/S share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said

building/wing of the building. At the time of registration of conveyance or lease of the project land, the ALLOTTEE/S shall pay to the DEVELOPER, the ALLOTTEE/S's share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The DEVELOPER hereby represents and warrants to the ALLOTTEE/S as follows:

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

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

iii. There are no encumbrances upon the project land or the project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;

Comment [VV1]: To check

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

vi The DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected.

Vii The DEVELOPER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said apartment/plot which will, in any manner affect the rights of ALLOTTEE/S under this agreement.

viii. The DEVELOPER confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the said Apartment/Plot to the ALLOTTEE/S in the manner contemplated in this agreement.

ix At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/S the DEVELOPER shall hand over lawful, vacant, peaceful possession of the common areas of the structure to the Association of the ALLOTTEE/S.

x. The DEVELOPER has duly paid and 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.

xi No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.

14. The ALLOTTEE/S or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the DEVELOPER as follows;

(i) To maintain the Apartment at the ALLOTTEE/S 's own cost in good and tenable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which

the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulation or bye-laws or change /alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities , if required

(ii) Not to store in the Apartment any goods which are of hazardous , combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the apartment is situated, including entrance of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said apartment and maintain the apartment in the same condition state and order in which it was delivered by the DEVELOPER to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and the 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 provisions, 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 apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls ,slabs or RCC, Partis or other structural members in the apartment

without the prior written permission of the DEVELOPER and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or avoidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt ,rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land the building in which the apartment is situated.

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

(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 apartment by the ALLOTTEE/S for any purposes other than for purpose for which it is sold.

(ix) The ALLOTTEE/S shall not let, sub-let, transfer, assigns or part with interest or benefit factor of this Agreement or part with the possession of the apartment until all the dues payable by the ALLOTTEE/S to the DEVELOPER under this agreement are fully paid up.

(x) The ALLOTTEE/S shall observe and perform all the rules and regulations which the society or the limited company or Apex Body or Federation 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 apartments 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

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

16. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said plot and building or any part thereof. The ALLOTTEE/S shall have no claim save and except in respect of the apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un allotted inventory shall continue to remain the property of the DEVELOPER until sold/allotted.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this agreement to the ALLOTTEE/S by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the ALLOTTEE/S until firstly, the ALLOTTEE/S signs and deliver this agreement with all the schedules along with the payment 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 DEVELOPER. If the ALLOTTEE/S /s fails to execute and deliver to the DEVELOPER 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 DEVELOPER, then the DEVELOPER 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.

(19) ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/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 apartment, in case of a transfer as the said obligations go along with the apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the Act of the Rules and Regulations made thereunder or under other applicable law, sub provision of the agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this agreement and to the extent necessary to conform to Act or Rules and Regulations made there under or the applicable law , as the case may be and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

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

Wherever in this agreement it is stipulated that the ALLOTTEE/S has to make any payment in common with other ALLOTTEES in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the project. For such calculations, Areas of exclusive balconies as applicable at the time of executing of this Agreement

24. FURTHER ASSURANCE

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and such other actions, in addition 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

25. PLACE OF EXECUTION

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

26. The ALLOTTEE/S and/or DEVELOPER 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 DEVELOPER will attend such office and admit execution thereof.

27. That all notices to be served on the ALLOTTEE/S and the DEVELOPER as contemplated by this agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the DEVELOPER 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 :

M/s.DEVELOPER NAME
(DEVELOPER's Address)

Notified E-mail ID:

It shall be the duty of the ALLOTTEE/S and the DEVELOPER 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 DEVELOPER or the ALLOTTEE/S as the case may be.

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.

30. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably in case of failure to settle the dispute amicably, the same shall be referred to the Real estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

32. That the said apartment for the purpose of Stamp Duty is valued at _____-(Rupees _____) only at the time of execution of the said agreement is executed on franking of _____ (Rupees _____)
Citizen Credit Co-operative Bank Ltd Alto – Porvorim,Goa

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this agreement for sale at Mapusa,Goa in the presence of attestingwitnesses, signing as such on the day first above written.

SCHEDULE I

All that separate .independent and distinct property known as AFORAMENTO or GAICHEA GOLACHO MATTO, situated at village Socorro, within the jurisdiction of the Village Panchayat of Socorro ,Bardez Taluka within the registration Sub District of Bardez of the District of North Goa and surveyed in the Record of Rights under survey no.23 sub division no.3-C and the said property is described in the Land Registration office of Bardez under no.31221 on page 93 of Book B 80 and enrolled in Taluka Revenue Office for MatrizPredial in its entirety under no.263 .The Said Property admeasures 3625 square metres, and bounded as under:

EAST	By common private access road bearing survey no.23/3
WEST	By properties bearing survey nos.22,23/2 and 23/2A
NORTH	By property bearing survey no.23/3B
SOUTH	By property bearing survey no.23/3D

Here set out the nature ,extent and description of common areas and facilities

SCHEDULE II

(Description of the Apartment)

The residential unit identified as ApartmentNo. _____, having a carpet area of _____square metres approximately, onfloor, in Phase/Wing No. situated within the limits of Village Panchayat of Soccoro. It has one car park.

SCHEDULE III

SCHEDULE OF PAYMENTS

1	On Booking	10%
2	On signing of agreement	15%
3	On commencement of plinth	15%
4	On commencement of 1 st slab	9%
5	On commencement of 2nd slab	9%
6	On commencement of 3rd slab	9%
7	On commencement of 4th slab	9%
8	On commencement of Roof slab	9%
9	On commencement masonry	5%
10	On commencement of tiling/flooring	5%
11	On possession	5%

Cheques /demand draft to be drawn in favourof M/s.VIRANI VENTURES

RTGS BANK DETAILS

ACCOUNT NO. : 33855167951

NAME OF BANK : STATE BANK OF INDIA

BRANCH : VAISHYA BHUVAN, MAPUSA-GOA 403507

IFS CODE : SBIN0000513

SCHEDULE IV
SPECIFICATIONS OF THE SAID UNIT

The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be brick masonry and the external walls will be bricks/laterite/concrete block masonry.

PLASTER:

External plaster will be double coat and sand faced cement plaster. Internal plaster of gypsum/equivalent. Kitchen and Bathroom will have cement plaster.

FLOORING:

The flooring will be of vitrified tiles of Johnson, Kajaria, Bell Ceramic or equivalent quality. The toilet dado and flooring will be of ceramic tiles of Johnson, Kajaria, Bell Ceramic or equivalent quality.

DOORS AND WINDOWS:

The main door frames will be of teak wood or equivalent quality. And all internal doors frames will be white sal wood or equivalent. All doors will be flush and finished in laminate on both sides.

All the windows frames and shutters will be of anodized aluminum or powder coated.

KITCHEN PLATFORM:

Granite counter top of 600 mm depth will be provided. Stainless steel sink with single bowl with sink mixture. Ceramic tiles above the platform (60 cm (24 inches).) will be provided. Adequate storage cabinets will be provided.

PAINTING:

Internal Décor: The walls and ceiling will be painted with Acrylic Emulsion and the external décor will be of Weather Shield type.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned

SIGNED AND DELIVERED by the
withinnamed DEVELOPER

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

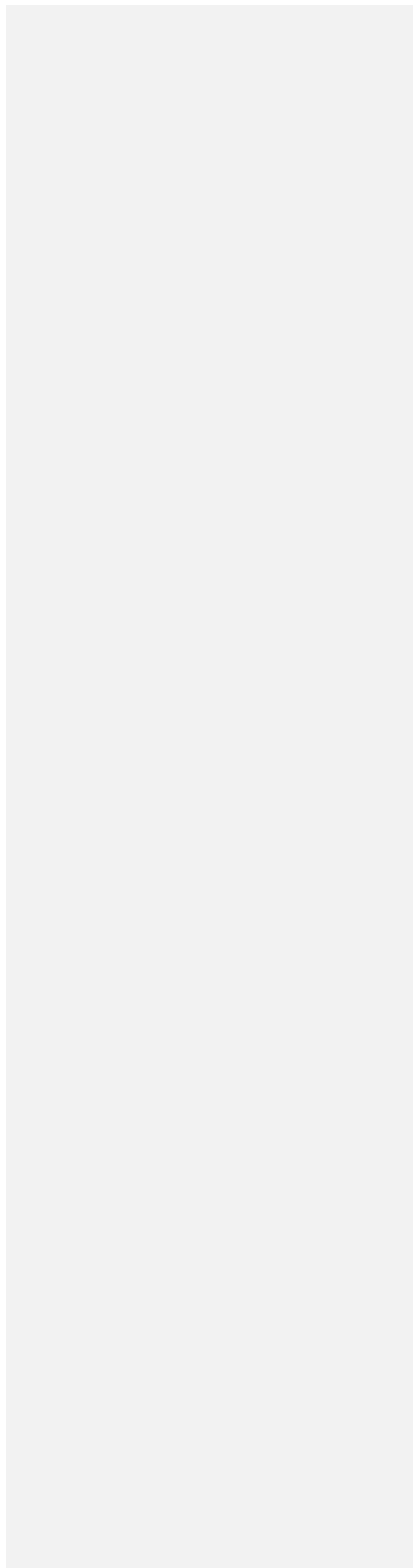
3. _____

4. _____

4. _____

5. _____

5. _____



SIGNED AND DELIVERED by the
within named CONFIRMING PARTY

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

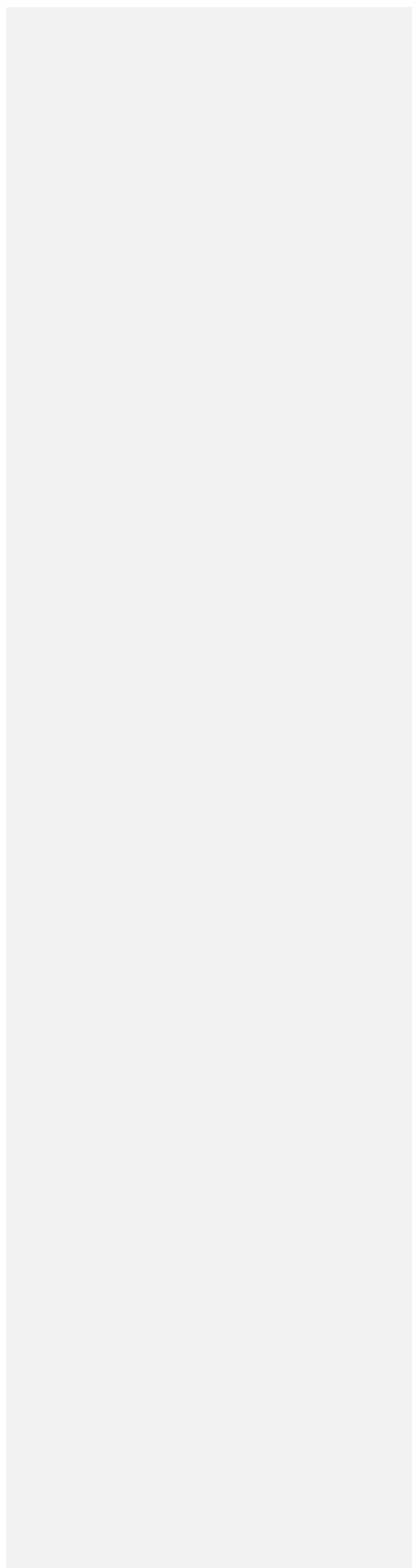
4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED by the
within named ALLOTTEE



LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESSES

1. _____

(Name and address)

2. _____

(Name and address)

