

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement for Sale is made, executed and registered at Margao, Goa, on this _____ day of the month of December, year 2018 -

B E T W E E N

1. M/S Trifern (India) Builders & Developers, a registered partnership firm duly registered with the Registrar of Firms at Mumbai under registration No.BA-23542 having its registered office at ground floor, Rosa India building, Laxman Mhatre road, Borivali West, Mumbai, holding PAN card bearing No. AACFT3655Q, duly represented in this deed by its partner, MR. NEVILLE FERNANDES, son of late Francis Mathew Fernandes, aged about _____ years, unmarried, businessman, resident of _____, and shall herein after be referred to as the “DEVELOPERS /OWNERS” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include all the partners of the firm for the time being in force and such other partners who may subsequently join the firm, their heirs, legal representatives, executors, administrators and assigns) of the FIRST PART -

A N D

3. MR. _____, son of Mr. _____, aged about _____ years, married, businessman, holding PAN card bearing No. _____, Aadhar card bearing No. _____, cell No. _____, email id : _____, resident of _____ and shall herein after be referred to as the “ALLOTTEE” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the SECOND PART.

All the parties to this deed are Indian Nationals.

WHEREAS there exists a plot of land surveyed under Chalta No.92 of P.T.Sheet No. 59 in the office of the City Survey, Margao admeasuring an area 606 Sq.Mtrs., together with the upcoming construction of a building over the same formed by the amalgamation of plots bearing Nos.12 and 13 forming part of the larger landed property denominated as CONDIMOLA described in the Land Registration records of Salcete under Nos. 41288 and 41289 read with Inscription No. 47010 and enrolled in the Taluka Revenue office of Salcete under Matriz No.2797 situated at Fatorda, within the limits of the Margao

Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and the said plot of land is bounded on the East by plot No.14 of the same property, on the West by the existing tar road, on the North by plot B and on the South by the existing tar road and the same shall herein after be referred to as the SAID PLOT.

WHEREAS the said entire property CONDIMOLA situated at ward Fatorda stands described in the Land Registration records under Nos. 41288 and 41289 at Salcete, Margao, Inscribed under No.47010 in the name of Domingos Piedade Cruz having purchased the same from its erstwhile owners namely Camilo Dias a bachelor, Rosa Dias a spinster, Josefa Dias a widow, Esmeralda Dias and her husband Salvador Noronha, Amalia Noronha a spinster and Conceicao Noronha a bachelor.

WHEREAS upon the death of upon the death of late Maria Diniz E Cruz alias Maria Diniz alias Josefa Maria Diniz a Deed of Succession dated 29th July 1987 was drawn duly recorded before the office of the Notary Ex-Officio of Salcete at Margao recorded at folio 56 to 57 of Deeds book No.1311 dated 29th July 1987 whereby upon her death, her husband Mr. Domingos Piedade Da Cruz succeeded her as her moiety sharer along with her seven children as her sole and universal heirs namely, Mr. Jose Roque Cruz and his wife Mrs. Anna Piedade Cruz, Mr. Francisco Monte Cruz and his wife, Mrs. Joanita Cruz, Mr. Rosario Francisco Pereira and his wife, Mrs. Felicidade Cruz E Pereira, Mr. Caetano Francisco Coelho and his wife Rosalina Cruz E Coelho, Mr. Salvador Pereira and his wife, Mrs. Ermelinda Piedade Cruz E Pereira, Mr. Vincent Vaz and his wife, Mrs. Emelia Cruz E Vaz, Mr. Valente Pereira and his wife Mrs. Santana Faustina Cruz E Pereira alias Antonetta Pereira.

WHEREAS bu virtue of Deed of Sale dated 31st August 1987 duly registered in the office of the Sub-Registrar of Salcete at Margao, Goa under No.525 at pages 303 to 322 of book No.I, volume No. 37 dated 20th August 1988 , Mr. Domingos Piedade Cruz, Mr. Jose Roque Cruz and his wife Mrs. Anna Piedade Cruz, Mr. Francisco Monte Cruz and his wife, Mrs. Joanita Cruz, Mr. Rosario Francisco Pereira and his wife, Mrs. Felicidade Cruz E Pereira, Mr. Caetano Francisco Coelho and his wife Rosalina Cruz E Coelho, Mr. Salvador Pereira and his wife, Mrs. Ermelinda Piedade Cruz E Pereira, Mr. Vincent Vaz and his wife, Mrs. Emelia Cruz E Vaz, Mr. Valente Pereira and his wife Mrs. Santana Faustina Cruz E Pereira alias Antonetta Pereira in the capacity of the lawful owners of the said entire property KONDIMOL have sold and conveyed portions of the said entire property surveyed under Chalta No. 9 of P.T.Sheet No.59 and the property surveyed under Chalta No.1 of P.T.Sheet No.58 totally admeasuring 12674 Sq.Mtrs., to Messrs. Trifern India Builders and Developers, the Developers / Owners named herein above.

WHEREAS the Developers / Owners obtained Conversion Sanad issued by the office of the Deputy Collector & Sub-Divisional officer, Margao bearing No.LRC / CONV / 474 / 87 dated 5th May 1988 Converting an area of land admeasuring 9900 Sq.Mtrs., surveyed under Chalta No.9 of P.T.Sheet No.59 for residential use.

WHEREAS Development permission was sought based upon which the plotting of the said property was carried out from the South Goa Planning and Development Authority bearing No. SPDA / M/P / 173 / 2366 / 92-93 dated 19th November 1992.

WHEREAS Sub - Division / Development permission of the property surveyed under Chalta No.9 of P.T.Sheet No.59 in the office of the City Survey, Margao was issued by the South Goa Planning and Development Authority bearing No. SPDA / M/P / 173 / 2366 / 92-93 dated 19th November 1992 by virtue of which the Developers / Owners were issued permission to develop the entire property described herein above by making plots out of the same numbering from 1 to 21.

Subsequently the Inspector of Survey & Land Records, City Survey, Margao in case No. 35/17 passed an order in favour of Trifern India Builders and Developers confirming the new survey under Chalta No.92 of P.T.Sheet No. 59 for an area admeasuring 606 Sq.Mtrs., which erstwhile formed part of the larger property surveyed under Chalta No.9 of P.T.Sheet No.59 of Margao City comprising of two amalgamated plots bearing Nos.12 and 13.

Further permission was sought from the South Goa Planning and Development Authority bearing No. SGPDA / P / 173 / 1199 / 17-18 dated 10th November 2017 along with Construction licence issued by the Margao Municipal Council bearing No. A / 164 / 02-03 with revised approval dated 7th February 2018 bearing reference No.3 / C / 1 / 17-18 / RENEWAL / TECH / 9230 for the purpose of carrying out construction of a building over the said plot.

Development permission was sought by the South Goa Planning & Development Authority dated 10th November 2017 bearing reference No.SGPDA/P/173/1199/1778 seeking revised technical approval of construction of the building in the said property.

WHEREAS after seeking the afore said all the approvals and permissions, the Developers have commenced the work of carrying out construction over the said plot and have decided to name the said building as “_____”.

AND WHEREAS the Engineer Mr. _____ having registration No.ER/ _____ has issued a Estimate for construction of a Residential cum Commercial Building in the above Said Plot.

AND WHEREAS the Sub Registrar of Salcete - Goa has issued a Nil Encumbrance Certificate over the Said Plot under Certificate No. _____ of _____ dated _____.

WHEREAS the project of the Developer stands registered with the Goa Real Estate Regulatory Authority bearing registration No. _____.

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

AND WHEREAS by virtue of the above Deed of Sale executed, the Developer / Owners has sole and exclusive right to sell the FLATS / FLAT / SHOPS in the said building/s to be constructed by the Developer/Owners on the project land and to enter into Agreement/s with the allottee(s)/s of the FLATS / FLAT / SHOPS to receive the sale consideration in respect thereof.

AND WHEREAS the Developer/Owners has since started the execution of construction of the building in the proposed complex named as “_____” to be constructed in the said property.

AND WHEREAS the Developer/Owners has opened the plans for sale on ownership basis, the residential Flats / FLAT / SHOPS in the proposed complex named as “_____” to be constructed in the said property.

AND WHEREAS on demand from the allottee, the Developer/Owners has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Owners's Engineer Mr. _____ 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 has acknowledged the receipt of the same.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer/Owners 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 FLAT / FLAT / SHOP agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Developer/Owners has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance 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 local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Owners 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 local authority.

AND WHEREAS the Developer/Owners has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has approached Developer/Owners to purchase a FLAT / SHOP in the said development and has inspected all the relevant title documents, approved plans and has agreed to purchase FLAT / SHOP bearing No. _____ situated on the _____ FLOOR admeasuring built up area of _____ Sq.Mtrs., / carpet area of _____ Sq.Mtrs., in the said complex named "_____" on ownership basis, hereinafter referred to as "THE SAID FLAT / SHOP" described in schedule-II hereunder written and shown in the plan annexed hereto for a total consideration amount of Rs. _____ and the Developer/Owners has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

WHEREAS the carpet area of the said FLAT / SHOP is _____ square meters and "carpet area" means the net usable floor area of the said FLAT / SHOP, excluding the area covered by the external walls, areas under services shafts, passages etc., for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the FLAT / SHOP.

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;

WHEREAS prior to the execution of these presents the Allottee has paid to the Developer/Owners the following amounts:

a) A sum of Rs. _____ has been paid by cheque bearing No. _____ dated _____ drawn on _____ Bank ., _____ branch,

b) And a sum of Rs. _____ has been paid by cheque bearing No. _____ dated _____ drawn on _____ Bank ., _____ branch, being the part payment of the sale consideration of the said FLAT / SHOP agreed to be sold by the Developer/Owners to the Allottee as advance payment, the receipt whereof the Developer/Owners both hereby admit and acknowledge) and the Allottee has agreed to pay to the Developer/Owners the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Developer/Owners is required to execute a written Agreement for sale of said FLAT / SHOP with the Allottee, being in fact these presents 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/Owners hereby agrees to sell and the Allottee hereby agrees to purchase the said FLAT / SHOP.

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

1. The Developer/Owners shall construct the said building/s consisting of stilt, ground floor along with three upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/Owners shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the FLAT / SHOP of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee hereby agrees to purchase from the Developer/Owners and the Developer/Owners hereby agrees to sell to the Allottee the said FLAT / SHOP bearing No. _____ situated on the _____ FLOOR of the said building _____ having carpet area admeasuring _____ Sq.Mtrs., as shown in the floor plan thereof hereto annexed for the total consideration amount of Rs.

_____ which includes the cost of the construction of the said premises together with proportionate incidence of the 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.

1(b) The total aggregate consideration amount for the FLAT / SHOP is Rs. _____.

1(c)(i) The above said sum of Rs. _____ includes the cost of the construction of the said unit but not the cost of the customized amenities in the said unit as per the unit holder's requirement. It is clarified that the right of terrace shall be enjoyed by all the unit Holders of the said building in common.

1(c)(ii) If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule No. III and/or in observing and performing any of the terms and conditions of this Agreement, the Developer/Owners shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Developer/Owners shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Developer/Owners, after forfeiting an amount of Rs. 2,00,000 /- (Rupees two lacs only) without any further amount by way of interest or otherwise.

1(d) The Total Price above DOES NOT INCLUDE Taxes consisting of tax paid or payable by the Developer/Owners 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 and the ALLOTTEE undertakes all the above mentioned applicable taxes before taking the possession of the said FLAT / SHOP.

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/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Owners undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Owners 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, which shall only be applicable on subsequent payments.

1(f) The Developer/Owners may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee on such terms and conditions as the parties

mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer/Owners.

- 1(g) The Developer/Owners shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Owners. If there is any reduction in the carpet area within the defined limit then Developer/Owners shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer/Owners shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The ALLOTTEE agrees to pay the Developer/Owners his proportionate one time non refundable deposit towards the installation of transformer, electric meter, cable, water meter, amounts towards legal charges etc. within a period of 15 days from the date of demand.
- 1(i) The Allottee authorizes the Developer/Owners 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/Owners may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/Owners to adjust his payments in any manner.
- 2.1 The Developer/Owners 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 FLAT / SHOP to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said FLAT / SHOP.
- 2.2 Time is essence for the Developer/Owners as well as the Allottee. The Developer/Owners shall abide by the time schedule for completing the project and handing over the FLAT / SHOP to the Allottee and the common areas to the association

of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the Developer/Owners as per the agreement. Similarly, the Allottee 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/Owners as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Developer/Owners hereby declares that the Floor Area Ratio available as on date in respect of the project land is _____ Sq.Mtrs., only and Developer/Owners has planned to utilize Floor Area Ratio by availing of TDR or 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/Owners has disclosed the Floor Space Index proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said FLAT / SHOP based on the proposed construction and sale of FLAT / SHOP to be carried out by the Developer/Owners by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Owners only.
- 4.1 If the Developer/Owners fails to abide by the time schedule for completing the project and handing over the completed possession of the said FLAT / SHOP to the Allottee, the Developer/Owners agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer/Owners, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Developer/Owners under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer/Owners.
- 4.2 Without prejudice to the right of Developer/Owners to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer/Owners under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing such defaults of payment of installments, the Developer/Owners shall at his own option, may terminate this Agreement: Provided that, Developer/Owners shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of 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 fails to rectify the breach or breaches mentioned by the Developer/Owners within the period of notice then at the end of such notice period, Developer/Owners shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Developer/Owners in the said building and the FLAT / SHOP as are set out in Annexure, annexed hereto.
6. The Developer/Owners shall give possession of the FLAT / SHOP to the Allottee on or before _____ months from the date of executing this agreement with a maximum grace period of three months from the said date. If the Developer/Owners fails or neglects to give possession of the FLAT / SHOP to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer/Owners shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the FLAT / SHOP with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/Owners received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/Owners shall be entitled to reasonable extension of time for giving delivery of FLAT / SHOP on the aforesaid date, if the completion of building in which the FLAT / SHOP is to be situated is delayed on account of (i) War, civil commotion or act of God, (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1(A) Procedure for taking possession - The Developer/Owners, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the FLAT / SHOP to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/Owners shall give possession of the FLAT / SHOP to the Allottee. The Developer/Owners agrees and undertakes to indemnify the Allottee in

case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Owners. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Owners or association of allottees, as the case may be. The Developer/Owners on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

(B) Transfer charges as applicable upon obtaining Occupancy Certificate the Developer/Owners shall execute/get executed the Sale deed of the said Unit along with undivided proportionate share of land at the cost of the UNIT HOLDERS in the names of various UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The Allottee shall take possession of the said FLAT / SHOP within 15 days of the written notice from the Developer/Owners to the Allottee intimating that the said FLAT / SHOP is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of FLAT / SHOP upon receiving a written intimation from the Developer/Owners as per clause 7.1, the Allottee shall take possession of the FLAT / SHOP from the Developer/Owners by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/Owners shall give possession of the FLAT / SHOP to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other 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 ONE YEAR from the date of handing over the FLAT / SHOP to the Allottee, the Allottee brings to the notice of the Developer/Owners any structural defect in the FLAT / SHOP or the building in which the FLAT / SHOP is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Owners at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer/Owners, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the FLAT / SHOP after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining FLAT /S SHOP/S, then in such an event the Developer/Owners shall not be liable to rectify or pay compensation. But the Developer/Owners may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the FLAT / SHOP or any part thereof or permit the same to be used only for purpose of staying / carrying out legal commercial business which does not cause any pollution or noise beyond permissible limits.
9. The Allottee along with other allottee(s) of FLAT / SHOP 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/Owners 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 bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Owners within seven days of the same being forwarded by the Developer/Owners to the Allottee, so as to enable the Developer/Owners to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 9.1 Within 15 days after notice in writing is given by the Developer/Owners to the Allottee that the FLAT / SHOP is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Developer/Owners such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay a lump sum amount of Rs. _____ towards such outgoings. The Allottee 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 non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Developer/Owners to charge interest on the dues, in accordance with the terms and conditions contained herein.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer/Owners, their proportionate share towards:

- (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Towards Electric connection charges
- (iv) Towards electricity Meter Charges
- (v) Towards Water Meter Charges
- (vi) Towards transformer Charges
- (vii) Towards legal charges.
- (viii) As infrastructure Tax.
- (ix) As Corpus in respect of the Society Deposit or Limited Company/Federation/Apex Body.
- (x) Towards Stamp Duty and Registration Charges only with respect to the said FLAT / SHOP.
- (xi) GST and any other sorts of taxes as applicable.

11. The Allottee shall pay to the Developer/Owners their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer/Owners 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.

12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/OWNERS

The Developer/Owners hereby represents and warrants to the Allottee as follows:

- i. The Developer/Owners 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/Owners 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;
- 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 said building/wing shall be obtained by following due process of law and the Developer/Owners 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/Owners has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Developer/Owners 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 FLAT / SHOP which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Developer/Owners confirms that the Developer/Owners is not restricted in any manner whatsoever from selling the said FLAT / SHOP to the Allottee in the manner contemplated in this Agreement;
- ix. The Developer/Owners 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/Owners in respect of the project land and/or the Project except those disclosed in the title report.

15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the FLAT / SHOP may come, hereby covenants with the Developer/Owners as follows :

i. To maintain the FLAT / SHOP at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the FLAT / SHOP is taken and shall not do or suffer to be done anything in or to the building in which the FLAT / SHOP 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 FLAT / SHOP is situated and the FLAT / SHOP itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the FLAT / SHOP 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 FLAT / SHOP 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 FLAT / SHOP is situated, including entrances of the building in which the FLAT / SHOP is situated and in case any damage is caused to the building in which the FLAT / SHOP is situated or the FLAT / SHOP on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the FLAT / SHOP 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 FLAT / SHOP or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the FLAT / SHOP is situated and shall keep the portion, sewers, drains and pipes in the FLAT / SHOP 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 FLAT / SHOP 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 FLAT / SHOP without the prior

written permission of the Developer/Owners 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 voidable any insurance of the project land and the building in which the FLAT / SHOP 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 FLAT / SHOP in the compound or any portion of the project land and the building in which the FLAT / SHOP is situated.

vii. Pay to the Developer/Owners within fifteen days of demand by the Developer/Owners, 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 FLAT / SHOP 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 FLAT / SHOP by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the FLAT / SHOP until all the dues payable by the Allottee to the Developer/Owners under this Agreement are fully paid up.

x. The Allottee 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 FLATS / SHOPS 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 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 FLAT / SHOP 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.

17. The Developer/Owners shall maintain a separate account in respect of sums received by the Developer/Owners from the Allottee as advance or deposit, sums received on

account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, neither the possession of the said FLAT / SHOP or of the said Plot and Building or any part thereof is handed over to the allottee. The Allottee shall have no claim save and except in respect of the FLAT / SHOP along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or unallotted inventory shall continue to remain the property of the Developer/Owners until sold/allotted.

19. DEVELOPER/OWNERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Owners executes this Agreement he shall not mortgage or create a charge on the FLAT / SHOP / proportionate undivided share in the said plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such FLAT / SHOP.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer/Owners does not create a binding obligation on the part of the Developer/Owners or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Developer/Owners. If the Allottee(s) fails to execute and deliver to the Developer/Owners this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Owners, then the Developer/Owners shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said FLAT / SHOP/plot/building, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

24. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said FLAT / SHOP together with the total carpet area of all the premises in the Project.

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Owners through its authorized signatory at the Developer/Owners’s Office, or at some other place, which may be mutually agreed between the Developer/Owners and the Allottee, after the Agreement is duly executed by the Allottee and the Developer/Owners or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar, Salcete. Thereafter this Agreement shall be deemed to have been executed.

28. The Allottee and/or Developer/Owners 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/Owners will attend such office and admit execution thereof.

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

TheAllottee:

TheDeveloper:

It shall be the duty of the Allottee and the Developer/Owners 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/Owners or the Allottee, as the case may be.

30. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer/Owners to the Allottee whose name appears first and at the address given by

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

31. **Stamp Duty and Registration:-** The charges towards stamp duty, Registration and legal fees of this Agreement together with the subsequent Sale Deed shall be borne by the allottee.
32. **Dispute Resolution:-** Any dispute between the 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.

33. 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 Quepem, Goa in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE- I

(DESCRIPTION OF THE SAID PROPERTY / PLOT)

All that plot of land surveyed under Chalta No.92 of P.T.Sheet No. 59 in the office of the City Survey, Margao admeasuring an area 606 Sq.Mtrs., together with the upcoming construction of a building over the same formed by the amalgamation of plots bearing Nos.12 and 13 forming part of the larger landed property denominated as CONDIMOLA described in the Land Registration records of Salcete under Nos. 41288 and 41289 read with Inscription No. 47010 and enrolled in the Taluka Revenue office of Salcete under Matriz No.2797 situated at Fatorda, within the limits of the Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and the said plot of land is bounded on the East by plot No.14 of the same property, on the West by the existing tar road, on the North by plot B and on the South by the existing tar road.

SCHEDULE - II

(DESCRIPTION OF THE SAID FLAT / SHOP)

ALL THAT SAID FLAT / SHOP bearing No._____ situated on the _____ FLOOR of the building named as “ _____ ” admeasuring built up area of _____ Sq.Mtrs., and carpet area of _____ Sq.Mtrs., together with proportionate undivided right, title and interest in the said property proportionate to

the built-up area of the said FLAT / SHOP located in the property more particularly described in Schedule- I hereinabove written and the same is bounded on the East by _____, on the West by _____, on the North by _____ and on the South by _____.

SCHEDULE - III

(MODE OF PAYMENT)

Total consideration amount: _____

The ALLOTTEE has already paid a sum of Rs. _____ to the Developer before the execution of these presents, the receipt whereof is hereby admitted and acknowledged of having received by the Developer.

The ALLOTTEE shall be liable to pay the balance consideration amount of Rs. _____ in the following manner:

- a)
- b)
- c)
- d)
- e)

The said amount is exclusive of GST as applicable on the proposed construction of the said FLAT / SHOP.

SCHEDULE - IV

(SPECIFICATIONS OF THE SAID FLAT / SHOP)

SPECIFICATIONS

SIGNED AND DELIVERED BY THE WITHINNAMED

“THE DEVELOPER/OWNERS”

OF THE FIRST PART

SIGNED AND DELIVERED BY THE WITHINNAMED “THE ALLOTTEE/UNIT HOLDER” OF THE SECOND PART

ANNEXURE - A

Name of the Attorney at Law/Advocate- Adv.Santosh Karwarker, Address : 405, 4th floor, Shree Plaza, near Damodar High School, Comba, Margao, Goa, (Cell Nos. 9226592969, 9637093809).

Signature of Attorney-at-Law/Advocate

ANNEXURE -B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer/Owners to the project land).

ANNEXURE -C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the FLAT / SHOP agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE -E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).