

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this _____ day of _____, of the year Two Thousand and Nineteen (_____), at Margao, Taluka and Registration Sub-District of Salcete, District of South Goa, in the State of Goa.

BETWEEN

M/S. ALCON DEVELOPERS, a partnership firm, registered under Indian Partnership Act, 1932, having its registered office at Sukerkar Mansion, M. G. Road, Panaji, having PAN Card No. AACFA6290L, represented in this act by its Partner, **MR. AAKASH NANDA NAIK KHAUNTE**, son of Shri Nanda Sadassiva Naique Counto, 37 years old, married, business, having Aadhar Card No. 5511 8544 0269, Indian National, residing at 141 - Plot 69D, Next to Vastu Hermitage, Chimbel, Ribandar, Tiswadi, Goa hereinafter referred to as the “**DEVELOPER/PROMOTER**” (which expression shall unless repugnant to the context shall mean and include any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm) of the **ONE PART**;

AND

[If the Purchaser/ Allottee is an Individual/s]

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged ___ years, married/unmarried, _____ (occupation), Indian National/s, residing at _____, (PAN Card No. _____), and email address _____, Phone No. _____, hereinafter referred to as the “**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

[OR]

[If the Purchaser/Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, Mr. _____, son of Shri _____, aged ___ years, married/unmarried, ___ (occupation) (Aadhar No. _____) and email address _____, Phone No. _____, duly authorized *vide* board resolution dated _____, hereinafter referred to as the “**Purchaser/ Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **OTHER PART**.

[OR]

[If the Purchaser/ Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, Mr. _____, son of Shri _____, aged ___ years, married/unmarried, ___ (occupation) (Aadhar No. _____) and email address _____, Phone No. _____, authorized *vide* _____, hereinafter referred to as the “**Purchaser/Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time of the partnership firm, the heirs, legal representatives, executors and successors of its last surviving partner, its/his/her/their permitted assigns) of the **OTHER PART**.

The Developer/Promoter and Purchaser/Allottee shall hereinafter be collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

1. There exists a **Plot No. 25**, admeasuring 311 sq.mtrs, identified in the recent Survey records under Chalta No. 19 of P.T. Sheet No.127, **Plot No. 26**, admeasuring 309 sq.mtrs, identified in the recent Survey record under Chalta No. 20 of P.T. Sheet No. 127, **Plot No. 27**, admeasuring 309 sq.mtrs, identified in the recent Survey records under Chalta No. 21 of P.T. Sheet No.127, **Plot No. 28**, admeasuring 240 sq.mtrs, identified in the recent Survey records under Chalta No. 22 of P.T.

Sheet No. 127, **Plot No. 29**, admeasuring 1381 sq.mtrs, identified in the recent Survey records under Chalta No. 3 of P.T. Sheet No. 127, **Plot No. 40**, admeasuring 540 sq.mtrs, identified in the recent Survey records under Chalta No. 32 of P.T. Sheet No. 127 and the area of land admeasuring **459** sq.mtrs, forming a part of property identified in the recent Survey records under Chalta No. 2 of P.T. Sheet No. 127, totally admeasuring **3549 sq.mtrs**, which is a part of larger property known “AZULIANCHI TOLLOY” or “GOGOLLA”, formed by amalgamation of two properties i.e. (1) Property described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) Property described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087 and all the aforesaid plots totally admeasuring 3549 sq.mtrs shall hereinafter referred to as the “**SAID PROPERTY**”.

2. That part of the SAID PROPERTY i.e Plot No. 25 and Plot No. 27 belongs to the owners Mr. Shrivallabh Vassant Kare and his wife Mrs. Indira Shrivallabh Kare, Plot No. 26 and Plot No. 28 belongs to the owners Mr. Vaikunth Vassant Kare and his wife Mrs. Shanta Vaikunth Kare and Plot No. 29, Plot No. 40, and the area of land admeasuring 459 sq.mtrs belongs to the owners Mr. Vaikunth Vassant Kare, Mrs. Shanta Vaikunth Kare, Mr. Shrivallabh Vassant Kare and his wife Mrs. Indira Shrivallabh Kare jointly.
3. That vide separate Agreements for Sale separately entered into for each of the plot, details of such Agreements are set out below, DEVELOPER/PROMOTER has agreed to purchase their respective plots for constructing building/s.

Details of the Agreements are as follows:

- a) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04038-2018, CD Number MGOD128, dated 11.09.2018, for sale of Plot No. 25, entered into with Mr. Shrivallabh Vassant Kare and his wife Mrs. Indira Shrivallabh Kare.
- b) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04037-2018, CD Number MGOD128, dated

11.09.2018, for sale of Plot No. 26, entered into with Mr. Vaikunth Vasant Kare and his wife Mrs. Shanta Vaikunth Kare.

c) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04036-2018, CD Number MGOD128, dated 11.09.2018, for sale of Plot No. 27, entered into with Mr. Shrivallabh Vasant Kare and his wife Mrs. Indira Shrivallabh Kare.

d) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04034-2018, CD Number MGOD128, dated 11.09.2018, for sale of Plot No. 28, entered into with Mr. Vaikunth Vasant Kare and his wife Mrs. Shanta Vaikunth Kare.

e) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04040-2018, CD Number MGOD128, dated 11.09.2018, for sale of Plot No. 29, entered into with Mr. Vaikunth Vasant Kare, Mrs. Shanta Vaikunth Kare, Mr. Shrivallabh Vasant Kare and Mrs. Indira Shrivallabh Kare.

f) Agreement for Sale dated 11.09.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04039-2018, CD Number MGOD128, dated 11.09.2018, for sale of Plot No. 40, entered into with Mr. Vaikunth Vasant Kare, Mrs. Shanta Vaikunth Kare, Mr. Shrivallabh Vasant Kare and Mrs. Indira Shrivallabh Kare.

g) Agreement for Sale dated 01.11.2018, registered before the Office of the Sub-Registrar of Salcete, under Registration No. MGO-BK1-04765-2018, CD Number MGOD129, dated 02.11.2018, for sale of area admeasuring 459 sq.mtrs, entered into with Mr. Vaikunth Vasant Kare, Mrs. Shanta Vaikunth Kare, Mr. Shrivallabh Vasant Kare and Mrs. Indira Shrivallabh Kare.

4. The flow of title of the aforesaid plots has been set out in the respective Agreements for Sale listed herein above.

5. The DEVELOPER/PROMOTER is constructing a residential project on the SAID PROPERTY, bearing Chalta No. 2(P), 3, 19, 20, 21, 22 and 32 of P.T.Sheet No. 127 totally admeasuring 3549 sq.mtrs, which is better described in SCHEDULE I hereto and is delineated in red line on the plan

annexed hereto at ANNEXURE I, and shall hereinafter be referred to as the “**SAID PROJECT LAND**”.

6. The residential project on the SAID PROJECT LAND has been proposed upon amalgamation of all above stated Plots totally admeasuring 3549 sq.mtrs, comprising of residential building/s namely Building **A, B-1, B-2 and C**, which residential building/s complex shall be known as “**SERENO**” (hereinafter referred to as the “**SAID PROJECT**”) with common open spaces, recreational areas such as open spaces with lawns, swimming pool and other facilities referred to at ANNEXURE II.
7. The PURCHASER/ALLOTTEE applied for and is offered __ **BHK** Apartment bearing No. __, having Carpet area of __ sq.mtrs, on the ____ Floor in building Block __ (hereinafter referred to as the “**SAID APARTMENT**”) being constructed by the DEVELOPER/PROMOTER. The said Apartment is more particularly described in Schedule II written hereunder.
8. The DEVELOPER/PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the DEVELOPER/PROMOTER shall have the right to remove and substitute the Architects until the said entire project shall be completed.
9. The DEVELOPER/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the SAID PROJECT and the DEVELOPER/PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the SAID PROJECT. However, the DEVELOPER/PROMOTER shall, in its discretion have the right to remove and substitute the Structural Engineers and / or Architect until the said entire Project shall be completed.
10. By virtue of the aforesaid subsisting Agreements DEVELOPER/PROMOTER executed with the Owners and further Owners executed the Declaration wherein it is declared by Owners that DEVELOPER/PROMOTER has subsisting and exclusive right to construct and sell the Apartment/s in the SAID PROJECT to be constructed by the DEVELOPER/PROMOTER on the SAID PROJECT LAND on ownership basis and to enter into Agreement/s with the Purchaser/s/Allottee/s of the Apartments and to receive the sale consideration in respect thereof.

11. The PROMOTER/DEVELOPER has registered the SAID PROJECT under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "THE SAID ACT") and the Rules and Regulations made thereunder with the Real Estate Regulatory Authority at Goa on _____ under registration No. _____, authenticated copy of registration certificate is annexed hereto at ANNEXURE III.
12. On demand from the PURCHASER/ALLOTTEE, the PROMOTER has given inspection to the PURCHASER/ALLOTTEE of all the documents of title relating to the SAID PROJECT and the plans, designs and specifications prepared by the DEVELOPER/PROMOTER'S Architects and of such other documents as are specified under the provisions of the said Act and the Rules and Regulations made thereunder. The PURCHASER/ALLOTTEE/S is duly satisfied with the same.
13. The authenticated copy of Certificate of Title as ANNEXURE IV issued by the Advocate of DEVELOPER/PROMOTER. The same is hereby to the satisfaction of the PURCHASER/ALLOTTEE, acknowledged and confirmed by the PURCHASER/ALLOTTEE.
14. The authenticated copies of the plans of the Layout as proposed by the DEVELOPER/PROMOTER and approved by the South Goa Planning and Development Authority and Margao Municipal Council, the details of such approvals are set out at ANNEXURE V and according to which the construction of the SAID PROJECT and open spaces are proposed to be provided for on the SAID PROJECT is annexed as ANNEXURE VI and the plans have been inspected by the PURCHASER/ALLOTTEE.
15. The authenticated copy of specifications, fixtures and fittings of the SAID APARTMENT agreed to be purchased by the PURCHASER/ALLOTTEE as has been detailed at ANNEXURE VII.
16. The authenticated copies of the SAID PROJECT plans as sanctioned and approved by the local authority have been inspected by the PURCHASER/ALLOTTEE and the same is marked as ANNEXURE VIII.

17. The DEVELOPER/PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the SAID PROJECT and/or of the building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain SAID PROJECT and /or Building Completion Certificate and Occupancy Certificate of the SAID PROJECT /Building/s.
18. 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/PROMOTER while developing the SAID PROJECT LAND and the SAID PROJECT and upon due observance and performance of which only the completion or occupancy certificate in respect of the SAID PROJECT shall be granted by the concerned local authority.
19. The DEVELOPER/PROMOTER has accordingly commenced construction of the SAID PROJECT/building/s in accordance with the said sanctioned plans.
20. 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.
21. The PURCHASER/ALLOTTEE has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The DEVELOPER/PROMOTER has made full disclosure to the PURCHASER/ALLOTTEE as per law.
22. Prior to the execution of these presents the PURCHASER/ALLOTTEE has agreed to pay the consideration for the SAID APARTMENT as detailed in Schedule III hereto which includes a part payment received on or before the signing hereof and the part payment of the sale consideration of the SAID APARTMENT agreed to be sold by the DEVELOPER/PROMOTER to the PURCHASER/ALLOTTEE (the payment and receipt whereof the DEVELOPER/PROMOTER both hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has agreed to pay to the DEVELOPER/PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

23. Under section 13 of THE SAID ACT the DEVELOPER/PROMOTER is required to execute a written Agreement for sale of the SAID APARTMENT with the PURCHASER/, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

24. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and the PURCHASER/ALLOTTE/s having fully understood all the disclosures made by the DEVELOPER/PROMOTER, the DEVELOPER/PROMOTER hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase the SAID APARTMENT.

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

1. DEFINITIONS

- a. **“Act of God/ Force Majeure”** shall include but not to be restricted to any natural calamity, act of legislature or executive, restrictions by Courts, man-made calamity like riots, wars, civil commotion, accidents and acts beyond the control of the DEVELOPER/PROMOTER.
- b. **“Carpet Area of the Apartment”** shall mean the net usable floor area of a Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the SAID APARTMENT for exclusive use of the PURCHASER/ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the SAID APARTMENT for exclusive use of the PURCHASER/ALLOTTEE, but includes the area covered by the internal partition walls of the SAID APARTMENT .
- c. **“Common Areas”** shall mean the Common General Areas, Common Parking Areas and Common Amenity Areas of the SAID PROJECT.
- d. **“Common Area Maintenance”** shall mean the management, upkeep and maintenance of the Common Areas of the SAID PROJECT and includes but is not limited to cleaning/housekeeping, security, sanitation, upkeep of all common areas.

- e. **“Common Area Maintenance Charges”** shall mean the charges payable towards the Common Area Maintenance, taxes, water charges and costs payable to any authority. It shall include 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 house-keepers, gardens, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the SAID PROJECT LAND and buildings/s salaries, wages of the people engaged by the society or any entity, electricity charges, water charges, all annual maintenance charges and maintenance costs of all equipment and machineries, including STP if any, elevators, DG set and all other expenses of and incidental to the management and maintenance of the SAID PROJECT LAND and structures.
- f. **“Default”** shall mean any non-compliance of the terms and conditions of this Agreement and includes not making payments on or before the due date in terms of this Agreement. A default is deemed to have occurred immediately upon the breach of any condition or missing the deadline for payment of any amount or installment due.
- g. **“Intent to terminate notice”** shall mean a Notice sent or required to be sent to the PURCHASER/ALLOTTEE or the DEVELOPER/PROMOTER as the case may be, by the other Party, providing a period of 15 days to make good of the default.
- h. **“Liquidated Damages”** shall mean the pre-estimated liquidated damages payable by the PURCHASER/ALLOTTEE together with the brokerage/commission paid to the estate agents in relation to the allotment of the SAID APARTMENT, which the Parties mutually confirm that they consider the same to be reasonable and not amounting to a penalty.
- i. **“Notice”** shall mean any communication by the DEVELOPER/PROMOTER to the PURCHASER/ALLOTTEE or vice versa. The said communication shall be by e-mail or courier with the proof of delivery or Registered Post Acknowledgement due.
- j. **“Payment Plan”** shall mean the payment plan/ schedule more particularly described in the Third Schedule to this Agreement. The time of payment or timely payment of each of the

installments as per the Payment Plan/Schedule and/or any other payment due or payable under this Agreement shall always be the essence of this Agreement.

k. **“Plans”** shall mean the plans, drawings and layout as currently approved and sanctioned by the South Goa Planning and Development Authority and Construction License issued by Margao Municipal Council and concerned Governmental Authorities in respect of the SAID PROJECT, and includes plans, drawings and layouts as may from time to time be submitted by the DEVELOPER/PROMOTER in its discretion in respect to the SAID PROJECT or any part thereof and/or as may be sanctioned and approved from time to time together with any amendments, alterations, modifications, additions, extensions, renewals etc. in respect thereof as the DEVELOPER/PROMOTER may consider necessary and expedient in its discretion and/or as required by any Governmental Authority.

l. **“Taxes”** shall mean all present, future and enhanced taxes, dues, duties, impositions, fines, penalties, infrastructure tax etc., by whatever name called, imposed/levied under any Applicable Law and / or by Governmental Authorities, attributable to and/ or in relation to and/or arising from and/or imposed or levied upon, the Agreement for allotment and sale herein, and /or upon the Purchaser Price and/or any or all of the other Payments and includes goods and services tax, education tax/cess, local body tax, property taxes and cesses, stamp duty and registration charges and any taxes, impositions, levies or charges, in the nature of indirect tax or in relation thereto, that is/are imposed or levied by any Governmental Authority.

2. CONSIDERATION AND PAYMENT PLAN

a. The PURCHASER/ALLOTTEE hereby agrees to purchase from the DEVELOPER/PROMOTER and the DEVELOPER/PROMOTER agrees to sell to the PURCHASER/ALLOTTEE the SAID APARTMENT as described in Schedule II written hereunder being an Apartment bearing No. ____ of carpet area admeasuring ____ sq. metres, on ____ floor in the building block ____ as shown in the Floor plan hereto annexed and marked at ANNEXURE IX for a total consideration of Rs. _____ /- (Rupees ____ only), more particularly detailed in the Schedule III written

hereunder ("**TOTAL CONSIDERATION**"), which is the market value of the SAID APARTMENT.

- b. The total consideration of the SAID APARTMENT includes proportionate price towards common areas and amenities/facilities appurtenant to the SAID APARTMENT, the nature, extent and description of the common areas and amenities/facilities which are more particularly described in ANNEXURE II and including the allotment of parking spaces.
- c. The total consideration above is excluding Common Area Maintenance Charges, taxes and any other amounts specifically mentioned herein as payable. The amounts due shall be paid by the PURCHASER/ALLOTTEE as and when due and called upon to do so by the DEVELOPER/PROMOTER in terms of this Agreement. Provided the PURCHASER/ALLOTTEE shall not be entitled to claim possession and / or transfer of the SAID APARTMENT until the PURCHASER/ALLOTTEE has paid the full and complete dues and consideration payable to the DEVELOPER/PROMOTER under this Agreement.
- d. The DEVELOPER/PROMOTER is entitled to merge or consolidate two or more instalments in its sole discretion by simultaneously executing the contemplated work in the Payment Plan/Schedule.
- e. The Total Consideration is escalation-free, save and except increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The DEVELOPER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost or levies imposed by the competent authorities etc., for escalation as provided in this clause, the DEVELOPER/PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect or supporting documentation authenticated by and Architect along with the demand letter being issued to the PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.

3. MODE OF PAYMENT

- a. The DEVELOPER/PROMOTER shall send a notice to the PURCHASER/ALLOTTEE intimating the PURCHASER/ALLOTTEE the date the milestone mentioned in the Payment Plan is expected to be completed at least 15 days prior to the milestone to being completed. The PURCHASER/ALLOTTEE shall pay the amount due under the said instalment within the time stipulated in the notice and upon milestone being achieved.
- b. All payments mentioned herein shall be made by NEFT or RTGS or account payee cheques or demand drafts or Bankers Cheques or pay Orders and not otherwise. The date of payment shall be considered as the date on which the payment is credited to the account of the DEVELOPER/PROMOTER.
- c. The PURCHASER/ALLOTTEE shall be obliged to pay to the DEVELOPER/PROMOTER interest at the same rate payable by the DEVELOPER/PROMOTER to the PURCHASER/ALLOTTEE as provided under the rules of the Act, on the amount of the instalments and/ or due/s in arrears for the period of the delay in payment of such instalments and/or dues, without prejudice to the right of the DEVELOPER/PROMOTER as provided herein in below.
- d. Any failure by the PURCHASER/ALLOTTEE to make any payments on or before the due date shall be considered as a default.
- e. The DEVELOPER/PROMOTER may allow, at its sole discretion, a rebate for early payments of instalments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties mutually agreed.
- f. The PURCHASER/ALLOTTEE authorizes the DEVELOPER/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the DEVELOPER/PROMOTER may in its sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the DEVELOPER/PROMOTER to adjust his/her/their payments in any manner.

4. TAXATION:

- a. The consideration herein is exclusive of taxes. The PURCHASER/ALLOTTEE hereby agrees that in the event of imposition of any additional new tax or revision in taxes by Government of India or State of Goa or Village Panchayat or Municipal Council, or any other Authority which will affect development of the construction, purchase, sale then in that case, the DEVELOPER/PROMOTER shall be entitled to claim the same from the PURCHASER/ALLOTTEE on pro rata basis and the PURCHASER/ALLOTTEE shall be bound to pay the same.
- b. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the SAID PROJECT as per registration with the Authority, which shall include the extension of registration, if any, granted to the SAID PROJECT by the Authority, as per THE SAID ACT, the same shall not be charged from the PURCHASER/ALLOTTEE;
- c. Amounts due from the PURCHASER/ALLOTTEE shall automatically create a charge of the DEVELOPER/PROMOTER on the SAID APARTMENT.
- d. Any deduction of an amount made by the PURCHASER/ALLOTTEE on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the DEVELOPER/PROMOTER under this Agreement shall be deemed to have been paid by the PURCHASER/ALLOTTEE only upon PURCHASER/ALLOTTEE submitting original tax deducted certificate and the amount mentioned in the certificate is matching with income Tax Department site.

5. EVENT OF DEFAULT IN PAYMENT AND INTEREST IN CASE OF DEFAULT

- a. Without prejudice to the right of the DEVELOPER/PROMOTER to charge interest in this Agreement, the PURCHASER/ALLOTTEE on committing any default in payment of any amount due from the PURCHASER/ALLOTTEE, under this Agreement on the due date, shall be considered a default. The word "amount" in this sub clause shall mean any dues due from the PURCHASER/ALLOTTEE under any head in this Agreement.

b. The DEVELOPER/PROMOTER at its sole discretion may consent and/ or condone the delay or extension in timely raising of Demand letter by DEVELOPER/PROMOTER and accept the payment of any instalment after the stipulated date subject to the PURCHASER/ALLOTTEE effecting payment of the concerned instalment beyond the due date stipulated in Demand letter raised by DEVELOPER/PROMOTER along with interest as specified in the said Rules on all the delayed payment which becomes due and payable by the PURCHASER/ALLOTTEE. In such, it shall not mean a waiver and shall not affect the right of the DEVELOPER/PROMOTER to terminate this Agreement.

6. FIXTURES, FITTINGS AND SPECIFICATIONS

The fixtures, fittings and specifications of the SAID APARTMENT to be provided by DEVELOPER/PROMOTER in the SAID APARTMENT as are set out in the ANNEXURE VII, annexed hereto. The PURCHASER/ALLOTTEE hereby agrees, declares and confirms that save and except the fixtures, fittings as mentioned in the ANNEXURE VII, the DEVELOPER/PROMOTER shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the said Agreement.

7. OPTIONS OF SPECIFICATIONS

Notwithstanding the fact that as stated in ANNEXURE VII hereto, where the choice of specifications lies with the DEVELOPER/PROMOTER, it is agreed by PURCHASER/ALLOTTEE that in the event of the DEVELOPER/PROMOTER choosing to offer any options and the PURCHASER/ALLOTTEE choosing any of the alternative options offered by the DEVELOPER/PROMOTER in the SAID APARTMENT to be purchased by him/her/them, the DEVELOPER/PROMOTER shall provide the same, provided that the PURCHASER/ALLOTTEE agree/s to pay and pays the extra costs involved in advance and that provided the options so selected, are communicated in writing to the DEVELOPER/PROMOTER sufficiently in advance within the time limit as decided by the DEVELOPER/PROMOTER and not thereafter.

8. POSSESSION

8.1 DATE OF POSSESSION:

- a. The DEVELOPER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/ALLOTTEE on or before 31st December, 2023.
- b. In the event the PURCHASER/ALLOTTEE is served with a notice to take possession but does not do so within 30 days of the receipt thereof, the PURCHASER/ALLOTTEE shall be liable to pay the DEVELOPER/PROMOTER the charges for providing the SAID APARTMENT in proper condition (holding charges) when the PURCHASER/ALLOTTEE comes to take possession thereof, and such charges shall be applicable from the date the PURCHASER/ALLOTTEE is informed to take the possession till the date of possession.
- c. The PURCHASER/ALLOTTEE agrees and confirm that it does not have any objection with regard to receiving the possession of the SAID APRTMENT at early date from the DEVELOPER/PROMOTER, as such, hereby admits and undertakes to make full payment of consideration in respect of the SAID APRTMENT and all other amounts payable by the PURCHASER/ALLOTTEE at such early date, in the event DEVELOPER/PROMOTER is able to expedite the development of the SAID PROJECT and handover the possession of the SAID APARTMENT at such early date. It is clarified that in the event the DEVELOPER/PROMOTER provides the possession of the SAID APARTMENT to the PURCHASER/ALLOTTE at such early date, then such early date on which the DEVELOPER/PROMOTER offers the possession of the SAID APARTMNET shall be construed as the Possession Date. Provided however that the aforesaid Possession Date is subject to extension as per the dates provided at the time of registration of the SAID PROJECT as per the Act.

8.2 PROCEDURE FOR TAKING POSSESSION

- a. The DEVELOPER/PROMOTER shall offer the possession to the PURCHASER/ALLOTTEE in writing upon receiving the Occupancy Certificate of the SAID PROJECT and/ or building/s.

- b. The PURCHASER/ALLOTTEE shall inspect the SAID APRTMENT and take possession. The PURCHASER/ALLOTTEE may exercise his right to inspect, measure and confirm that he is satisfied with the SAID APARTMENT. Upon the PURCHASER/ALLOTTEE taking possession, it shall be deemed to be the satisfaction of the PURCHASER/ALLOTTEE.
- c. The DEVELOPER / PROMOTER shall on written request by the PURCHASER /ALLOTTEE shall confirm the final carpet area of the SAID APARTMENT to the PURCHASER/ALLOTTEE after the construction of the Building/s and/ or SAID PROJECT is complete and the occupancy certificate or completion certificate is granted by the competent authority. In the event of any variation in the carpet area, the DEVELOPER/PROMOTER shall furnish details of the variation, subject to a maximum of four percent (4%). The total consideration payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER/PROMOTER. If there is any reduction in the carpet area, then the PURCHASER/ALLOTTEE shall deduct the proportionate amount and make the payment of final possession installment. If there is any increase in the carpet area, the DEVELOPER/PROMOTER shall demand additional amount from the PURCHASER/ALLOTTEE and the PURCHASER/ALLOTTEE shall make this payment before taking possession of the SAID APARTMENT. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and the sq.mtrs., rate shall be derived therefrom.
- d. At the time of being invited to take possession, the PURCHASER/ALLOTTEE/s may express in writing his/her/their dis-satisfaction with the SAID APARTMENT, in such the DEVELOPER/PROMOTER, at its sole discretion, has the right to terminate this Agreement and in case of such termination, the DEVELOPER/PROMOTER shall refund the amounts paid by the PURCHASER/ALLOTTEE to the OWNER/DEVELOPER along with the interest mentioned in the rules of the Act, from the date of termination till its realization and the PURCHASER/ALLOTTEE shall be bound to accept the same and return the possession and cancel these presents as per the provisions of termination stated herein.

- e. If the PURCHASER/ALLOTTEE requests the keys of the SAID APARTMENT for its fit outs, furniture, fixtures purposes, the same would be handed over only on the receipt of the balance consideration and such shall not mean handing over of possession.
- f. The PURCHASER/ALLOTTEE shall take possession of the SAID APARTMENT within 15 days from of the written notice from the DEVELOPER/PROMOTER to the PURCHASER/ALLOTTEE intimating that the SAID APARTMENT is ready for the use and occupancy.
- g. That DEVELOPER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/ALLOTTEE as per the provisions of this Agreement. In case the PURCHASER/ALLOTTEE fails to take possession within the time provided , the PURCHASER/ALLOTTEE shall besides the holding charges, shall liable to pay maintenance charges as applicable 15 days after the date of receipt of notice by the DEVELOPER/PROMOTER to take the possession of the SAID APARTMENT.
- h. All amounts due under all heads whatsoever, including deposits shall be paid by the PURCHASER/ALLOTTEE prior to the possession being handed over.

8.3. DELAY IN HANDING OVER POSSESSION

- a. If the DEVELOPER/PROMOTER fails to abide by the time schedule for completing the SAID PROJECT and handing over the SAID APARTMENT to the PURCHASER/ALLOTTEE within a stipulated time, the DEVELOPER/PROMOTER agrees to pay to the PURCHASER/ALLOTTEE, provided the PURCHASER/ALLOTTEE does not intend to withdraw from the project, interest as specified in the Rules of the Act, on all the amounts paid by the PURCAHSER/ALLOTTEE for every month of delay, till the handing over of the possession.
- b. If the DEVELOPER/PROMOTER fails to give possession of the SAID APARTMENT on account of reasons beyond its control and of its agents by the aforesaid date then the DEVELOPER/PROMOTER shall be liable on demand, to refund to the

PURCHASER/ALLOTTEE the amounts already received by it in respect of the SAID APARTMENT with interest at the same rate as charged to the PURCHASER/ALLOTTEE for delayed payment from the date the DEVELOPER/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

- c. Provided further that the DEVELOPER/PROMOTER shall be entitled to an automatic extension for a period of 6 months and such further reasonable extension of time for giving delivery of SAID APARTMENT on the aforesaid date, as may be granted by on such terms and conditions and on payment of such fees as may be prescribed by the concerned authorities, if the completion of building in which the SAID APARTMENT is to be situated is delayed on account of:

1. War, Civil commotion
2. Act of Goa
3. Any notice, order, rule, regulation or directive of the Government and/or other local or public or private body or competent authority/court/tribunal/any quasi judicial body or authority.
4. Any prohibitory order of any court against the development of the building.
5. Flood, drought, cyclone, fire, earthquake or any other calamity caused by the nature affecting the regular development of the real estate project.
6. Non-availability of cement, steel or other building material, water or electric supply/connection of drainage/sewerage connection or labors etc.
7. Delay on account of the following:
 - i. Fire or explosion or accident at the site not caused due to any negligence by the DEVELOPER/PROMOTER or
 - ii. Strikes or agitation by the workers, employees or laborers of the DEVELOPER /PROMOTER or the contractors or suppliers or
 - iii. Any judgement of a competent court or any legislation or regulation or statutory or regulatory change of a Government entity prohibiting the performance of this Agreement.

iv. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/ or order as may be required in respect of the SAID APARTMENT for reasons not attributable to the DEVELOPER/PROMOTER.

d. The DEVELOPER/PROMOTER shall not be liable to pay any compensation to the PURCHASER/ALLOTTEE for delay on any account of the abovementioned reason and or situations or conditions.

9. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship/construction or quality is brought to the notice of the DEVELOPER/PROMOTER within a period of 5 (five) years by the PURCHASER/ALLOTTEE from the date of handing over possession, it shall be the duty of the DEVELOPER/PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of DEVELOPER'S/PROMOTER'S failure to rectify such defects within such time, the aggrieved PURCHASER/ALLOTTEE/S shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that settlement cracks in the plaster shall not be treated as defects in construction.

10. COMMON AREAS

a. The common general areas and the common amenity areas which shall ensure for the more beneficial use and enjoyment of the holders of the various Apartments comprised in the SAID PROJECT. The DEVELOPER/PROMOTER shall not be required to provide any further amenities, facilities, equipment etc., for the common areas. The PURCHASER/ALLOTTEE shall have no claim whatsoever in the common areas which will remain the area of the DEVELOPER/PROMOTER until the conveyance is done and until the charge is handed over to the legal entity.

b. That car parking areas shall be of all the Apartment owners. However, it is the necessity and requirement of the PURCHASER/ALLOTTEE that various parking spaces be got specified for

use among them to have orderly and disciplined use and to avoid confusion, disputes and differences, on the request of the PURCHASER/ALLOTTEE herein is recording the designation /selection of parking to be done by the PURCHASER/ALLOTTEE in parking slot No. _____.

11. COMMON AREA MAINTENANCE AND SINKING FUND

- a. The PURCHASER/ALLOTTEE agree and undertake to pay the proportionate amount with effect from the date of completion or date of possession, whichever is earlier, irrespective the PURCHASER/ALLOTTEE has taken possession of the SAID APARTMENT or not towards the cost of the Common Area Charges.
- b. The PURCHASER/ALLOTTEE shall pay an amount towards the Sinking funds for the repairs and maintenance of the building/s and / or the SAID PROJECT as determined by the DEVELOPER/PROMOTER and/or the legal entity, as the case may be.
- c. The amounts collected will be used along with the interest accrued for the common area maintenance and shall cover all costs related to common area maintenance charges and all other expenses of and incidental to the management and maintenance of the SAID PROJECT LAND and structure/s standing thereon.
- d. The maintenance charges and sinking fund payable by the PURCHASER/ALLOTTEE to the DEVELOPER/PROMOTER will be paid on a lump sum basis in advance computed and decided by the DEVELOPER/PROMOTER. These charges are estimated to cover 12 months of expenses. However, the actual expenses may be more or less and the next demand for payment will be computed based upon the actual expenses incurred.
- e. During the period, the DEVELOPER/PROMOTER is managing the Common Area Maintenance, the DEVELOPER/PROMOTER shall be responsible for cost of billing, collections, accounting and book keeping, banking formalities and managing the affairs of the common areas of the SAID PROJECT.

- f. It is specifically agreed between the parties hereto that even if before the completion of the entire SAID PROJECT or sale of all Apartments should the legal entity be registered/formed, then for the unsold Apartments, the DEVELOPER/PROMOTER shall not be required to contribute towards the common expenses or maintenance charges or any amount under any head.
- g. In the event it is necessary to file GST returns with regards to the common Area Maintenance charges, the same shall be outsourced by the DEVELOPER/PROMOTER to a third party. The cost for such third party shall be borne by the DEVELOPER/PROMOTER and these costs shall be treated as Common Areas Maintenance Charges.
- h. The responsibility of complying with all statutory requirements after possession shall rest with the PURCHASER/ALLOTTEE jointly or severally with the legal entity as the case may be. The DEVELOPER/PROMOTER shall be permanently indemnified by the PURCHASER/ALLOTTEE against any action/outcome arising out of non-compliance.
- i. GST or any other tax as applicable shall be paid separately by the PURCHASER/ALLOTTEE at the time of payment of the same.

12. FORMATION OF THE ASSOCIATION/ SOCIETY AND/OR ANY LEGAL ENTITY

- a. The DEVELOPER/PROMOTER shall at its discretion shall form Maintenance Society/Housing Society, Association or any other legal entity as the case may be, which society formed shall be named by DEVELOPER/PROMOTER at its sole choice.
- b. All related costs for the registration of the Maintenance Society/Housing Society, Association or any other legal entity as referred to hereinabove shall be borne on a pro rate basis by all PURCHASER/ALLOTTEE/s. If any amount is paid by the DEVELOPER/PROMOTER, the same shall be reimbursed by the PURCHASER/ALLOTTEE to the extent of his/her/their share.

13. CONVEYANCE

- a. The conveyance deed in favour of the PURCHASER/ALLOTTEE or Society or any Legal Entity as the case may be shall be drawn up by the Advocates of the

DEVELOPER/PROMOTER and shall contain such provisions and covenants as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein.

- b. The said Conveyance deed shall include the necessary provisions pertaining to the use of the common amenities areas, common general areas so as to have peaceful and harmonious use of the common amenities, common general areas by the PURCHASER/ALLOTTEE.
- c. The costs, charges and expenses in connection with the permissions for formation of the aforesaid society or association or any other legal entity and/or sanctions under applicable laws for the time being in force, if any, payable therefore shall be borne and paid proportionately by all the PURCHASER/ALLOTTEE/s of the respective Apartment/s in the SAID PROJECT LAND which amount shall be paid by him/her/them immediately on demand. The DEVELOPER/PROMOTER shall not be liable to contribute anything towards such expenses.
- d. The Advocates for the DEVELOPER/PROMOTER shall approve all documents, which are to be or may be executed in pursuance of this Agreement.

14. ASSIGNMENT BEFORE CONVEYANCE

Prior to the conveyance if the PURCHASER/ALLOTTEE wishes to transfer or assign his/her/their right under this Agreement to a third party, the DEVELOPER/PROMOTER shall act as Confirming Party to the transfer and all rights and obligations of the PURCHASER/ALLOTTEE as stated in the Agreement between the PURCHASER/ALLOTTEE and the DEVELOPER/PROMOTER shall be conferred upon the transferee for which the DEVELOPER/PROMOTER shall receive a processing/transfer fee for written confirmation, record changes etc. The DEVELOPER/PROMOTER shall have the right to refuse a transfer till the completion of the development without assigning any reason.

15. LEGAL AND ADMINISTRATIVE CHARGES

In addition to the consideration, the PURCHASER/ALLOTTEE shall pay to the DEVELOPER/PROMOTER a lump sum as fixed by DEVELOPER/PROMOTER for meeting all legal and administrative costs and expenses.

16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ PROMOTER:

The DEVELOPER/PROMOTER hereby represents, warrants and makes itself duty bound to the PURCHASER/ALLOTTEE as follows:

- a. The DEVELOPER/ PROMOTER has subsisting Agreements with the Owner of the SAID PROJECT LAND and has the absolute and sole rights to carry out development upon the SAID PROJECT LAND and also has the physical possession of the SAID PROJECT LAND for the implementation of the SAID PROJECT and to sell the Apartment/s constructed therein.
- b. The DEVELOPER/ PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT and shall obtain requisite approvals from time to time to complete the development of the SAID PROJECT.
- c. There are no encumbrances upon the SAID PROJECT LAND or the SAID PROJECT.
- d. There are no litigations pending before any Court of law or Authority with respect to the SAID PROJECT LAND, SAID PROJECT or the SAID APARTMENT.
- e. All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT, SAID PROJECT LAND and SAID APARTMENT thereon are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Project land, Building, Apartment and common areas.
- f. The DEVELOPER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment/s to the PURCHASER/ALLOTTEE, obtain from the concerned local authority occupancy and/or completion certificates in respect of the SAID PROJECT and/ or Building/s/ Apartment/s.

- g. The DEVELOPER/PROMOTER shall abide by the time schedule for completing the project and handing over the Apartment to the PURCHASER/ALLOTTEE, the common area to the legal entity with proportionate title to the PURCHASER/ALLOTTEE or the conveyance of Project land in favour of the Legal entity as the case may be after receiving the occupancy certificate.
- h. The DEVELOPER/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/ALLOTTEE created herein, may prejudicially be affected.
- i. The DEVELOPER/PROMOTER confirms that the DEVELOPER/PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement.
- j. The DEVELOPER/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions and other outgoings payable with respect to the SAID PROJECT till the Apartment is ready for handover of possession to the PURCHASER/ALLOTTEE payable with respect to the SAID PROJECT to the competent Authorities till the completion certificate/occupancy certificate has been issued and possession of SAID APARTMENT, or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the PURCHASER/ALLOTTEE and/or the Association of ALLOTTEES or legal entity, as the case may be.
- k. 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 PROJECT LAND) has been received by or served upon the DEVELOPER/PROMOTER in respect of the SAID PROJECT LAND.

17. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS NA OBLIGATIONS OF THE PURCHASER/ALLOTTEE.

- a. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions herein shall be the essence of this Agreement. On the basis of the covenant, confirmation and assurance made/given by the PURCHASER/ALLOTTEE, the DEVELOPER/PROMOTER has entered into this Agreement. Non-compliance by the PURCHASER/ALLOTTEE shall amount to a breach.
- b. The PURCHASER/ALLOTTEE hereby unconditionally agrees that the DEVELOPER /PROMOTER is entitled to implement the scheme of development in respect of the SAID PROJECT and shall be entitled to construct any additional building /s and/or structure/s and/or floor/s in said Project in accordance with the sanctions and approvals obtained or to be obtained from the local authorities from time to time and by consuming the said entire development potential of the entire PROJECT LAND and the PURCHASER/ALLOTTEE having satisfied himself thereof, acknowledges, accepts, understands and agrees that the DEVELOPER/PROMOTER is fully entitled to carry out and implement the development of the building/s and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by the DEVELOPER/PROMOTER without any dispute, protest or objection from the PURCHASER/ALLOTTEE, but subject to at least 2/3rd of the PURCHASER/ALLOTTEES having consented to the same. The PURCHASER/ALLOTTEE, either as PURCHASER/ALLOTTEE in respect of the said Apartment or as member of the society/legal entity, agree/s not to raise any dispute or objection to the DEVELOPER/PROMOTER and/or its nominees in implementing the scheme of development of the SAID PROJECT and/or making and effecting construction on the said Project Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc. The PURCHASER/ALLOTTEE further agree/s to extend all co-operation and assistance to the DEVELOPER/PROMOTER in respect thereof at all times hereafter, even after taking possession of the SAID APRTMENT and the PURCHASER/ALLOTTEE, as member of the society/legal entity, as the case may be, shall

not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the DEVELOPER/PROMOTER, in relation to the said entire Development Potential of the entire Land and with the utilization, consumption and/or transfer thereof, including the right of the DEVELOPER/PROMOTER to deal with or dispose of the same, in such manner as the DEVELOPER/PROMOTER may deem fit, in their sole, absolute and unfettered discretion. The Conveyance Deed shall contain necessary covenants in favor of the DEVELOPER/PROMOTER, in respect thereof. The PURCHASER/ALLOTTEE hereby further agree/s that even after formation and registration of the society or any other Legal Entity and at all times thereafter, the PURCHASER/ALLOTTEE in his/her/their individual capacity and as member of the society or legal entity, shall not create any hindrance or obstacle for the DEVELOPER/PROMOTER in exercising its rights to carry out construction and development of the building/s in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto, provided that the DEVELOPER/PROMOTER shall have to obtain prior consent in writing of the Allottee/s in respect of variations 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.

- c. The DEVELOPER/PROMOTER shall be entitled to develop or construct any other phase/s, if any, with the right to utilize and/or avail the power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said Project and other conveniences and amenities for the aforesaid purposes and the PURCHASER/ALLOTTEE hereby expressly accepts and consents to the same.

- d. The PURCHASER/ALLOTTEE shall use the SAID APARTMENT and permit the same to be used only for the purpose of residential use and as allowed by the concerned authorities and shall use the said car parking space/s and permit the same to be used only for the purpose of keeping and parking his/her/their own light vehicle/s. The PURCHASER/ALLOTTEE agrees to park his/her/their vehicle/s only at his

designated place/s and not elsewhere in the said buildings/. The PURCHASER/ALLOTTEE shall not use and/or permit to use the SAID APARTMENT or any part thereof as guesthouse or service Apartment or to house therein any person as a part of commercial arrangement or use the SAID APARTMENT for any illegal or immoral purpose.

- e. The PURCHASER/ALLOTTEE or himself/herself/themselves, with intention to bring all persons into whosoever hands the SAID APARTMENT may come, hereby covenants in perpetuity not to carry out any structural changes or to increase the size of the SAID APARTMENT in any manner including covering of terraces, balconies, etc or by means of any kind of extension, amalgamation etc. without the explicit permission of the DEVELOPER/PROMOTER in writing. Also PURCHASER/ALLOTTEE agrees not to alter the external elevation of the building and/ or to fix grilles of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession.
- f. The PURCHASER/ALLOTTEE is aware that the DEVELOPER/PROMOTER has implemented and/or shall implement the scheme of development of the said building/s/ said project, as specified herein. The DEVELOPER/PROMOTER has informed the PURCHASER/ALLOTTEE that for the speedy completion of the scheme of development of the said building/s/said project, it is required to and shall be entitled at all times, to carry out construction and/or any other allied work, including completion work of the structures in the said building/s/said project, and the PURCHASER/ALLOTTEE shall, not only as the PURCHASER/ALLOTTEE,S of the SAID APARTMENT /s, but also as a member of the society/legal entity, as the case may be, not at any time raise any objection or obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work, including completion work of the structures in the said building/s/said project. The PURCHASER/ALLOTTEE shall not interfere with the rights, powers and authorities of the DEVELOPER/PROMOTER in respect of implementing the scheme of development of the said building/s said project. The PURCHASER/ALLOTTEE hereby acknowledges, accepts and irrevocably consents to the aforesaid and the PURCHASER/ALLOTTEE does hereby undertake to co-operate with and render all

assistance to the DEVELOPER/PROMOTER, in respect of the development of the said building/s said project.

- g. The PURCHASER/ALLOTTEE has seen, gone through, read and understood all the sanctions, approvals and permissions and agrees to abide by the same including to pay such deposits and amounts as may be required by the respective authorities, at the appropriate time and/or as and when called upon by the DEVELOPER/PROMOTER. The PURCHASER/ALLOTTEE, for himself/herself/themselves/itself and as member of the society/legal entity, hereby specifically agrees to pay and/or reimburse, proportionately with other members of the society/legal entity or otherwise, as the case may be.
- h. To maintain the SAID APARTMENT at the PURCHASER/ALLOTTEE'S own costs and expenses in good and tenantable repair and condition from the date when possession of the SAID APARTMENT is offered and shall not do or suffer or permit to be done anything in or to the said Building in which the SAID APARTMENT is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Society/Legal Entity, or of the DEVELOPER/PROMOTER or the concerned government, local or public or private bodies or authorities. The PURCHASER/ALLOTTEE shall also not change, alter or make any addition in or to the SAID APARTMENT or to any part of the said Building.
- i. To carry out permissible alterations in the SAID APARTMENT only after submission of plans and specifications thereof to the DEVELOPER/PROMOTER and the society/legal entity and/or the local authorities (whosoever required) and obtaining their prior written approval in respect thereof.
- j. To bear and pay proportionately or otherwise, as may be required, all amounts including increases in rates, taxes, cesses, assessments, water charges, insurance and other levies, if any, which are or may be imposed by or payable to the concerned government, local or

public or private body/ies or authority/ies, the insurance company and/or any other person/s in respect of the Building /s and/or the said Project Land and/or structures thereon.

- k. To observe, perform and comply with all the rules, regulations and bye-laws which the DEVELOPER/PROMOTER may specify and those which the society/legal entity, may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time.
- l. The PURCHASER/ALLOTTEE shall pay and contribute regularly and punctually, towards all the rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement.
- m. If the PURCHASER/ALLOTTEE is/are obtaining a loan from any bank or financial institute for purchase of the SAID APARTMENT /s, then it will be the sole responsibility of the PURCHASER/ALLOTTEE to complete the formalities to obtain the loan and the DEVELOPER/PROMOTER is not concerned for any reason whatsoever with such a procedure/formalities as well as the DEVELOPER/PROMOTER shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan.
- n. To permit, until the Deed/s of Conveyance is/are executed, the DEVELOPER/PROMOTER and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land, the said Building, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the SAID APARTMENT for the benefit of the said Building/s or other building/s and in the said Project.
- o. Not to do or carry out any painting, decoration or other work to the exterior of or outside the SAID APARTMENT without the prior written permission of the DEVELOPER/PROMOTER and/or the society/legal entity.

- p. Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project .
- q. Not to cover or enclose in any manner whatsoever, the open terraces / garden, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the SAID APARTMENT /s as also the said parking space/s. If the PURCHASER/ALLOTTEE would desire to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the SAID APARTMENT /s, then the PURCHASER/ALLOTTEE shall obtain the prior written permission of the DEVELOPER/PROMOTER to do so and in order to maintain aesthetic / architectural elevation, the PURCHASER/ALLOTTEE shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and permission given by the DEVELOPER/PROMOTER in that regard.
- r. Not to construct/erect any brick or masonry wall/partition in the SAID APARTMENT or to make any other structural additions or alterations of a temporary or permanent nature therein without the prior written consent of the DEVELOPER/PROMOTER and/or the Society/legal entity.
- s. Not to demand partition of the PURCHASER/ALLOTTEE'S interest in the said Project Land. It being expressly agreed, understood and confirmed by the PURCHASER/ALLOTTEE that his/her/their/its interest therein is impartible, and he/she/they/it shall not demand any sub-division of the said Project Land or of the said Project or any part thereof.
- t. The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest of this Agreement or part with the possession of the SAID APARTMENT until all the dues payable by the PURCHASER/ALLOTTEE/S to the DEVELOPER/PROMOTER under this Agreement are fully paid up and prior written consent has been obtained from the DEVELOPER/PROMOTER.
- u. Nothing contained in these presents shall be construed to confer upon the PURCHASER/ALLOTTEE any right, title or interest of any kind whatsoever into or upon the

said Project Land and/or any parts thereof and/or the building to be constructed thereon. Such conferment, subject as aforesaid, shall take place only upon the execution of the conveyance deed in favor of the said society/legal entity as the case may be.

18. USE OF FAR

- a. The DEVELOPER/PROMOTER hereby declares that the Floor Area sanctioned as on date in respect of the SAID PROJECT LAND and DEVELOPER/PROMOTER has planned to utilize Floor Area on the project land in the SAID PROJECT and PURCHASER/ALLOTTEE has agreed to purchase the SAID APARTMENT/S based on the proposed construction and sale of Apartment/s to be carried out by the DEVELOPER/PROMOTER by utilizing the Maximum Floor Area and on the understanding that the declared proposed FSI/FAR shall belong to the DEVELOPER/PROMOTER only.
- b. The PURCHASER/ALLOTTEE give/s his/her/its/their irrevocable consent that the FSI/FAR which may increase, the DEVELOPER/PROMOTER alone shall be entitled to the benefit thereof and shall be entitled to load the same on the said project or in case the available FSI/FAR is unused then the same shall belong to the DEVELOPER/PROMOTER.
- c. The DEVELOPER/PROMOTER shall at all times hereafter including before or after transfer of the Project land have the unfettered and unrestricted right to avail of the F.A.R. and rights for use of FSI/FAR as may be permissible for the said Project Land.

19. SEPARATE ACCOUNT

The DEVELOPER/PROMOTER shall maintain a separate account in respect of sums received/receivable by the DEVELOPER/PROMOTER from the PURCHASER/ALLOTTEE as an advance towards the common area maintenance and shall utilize the amounts only for the purposes for which they have been received.

20. NO GRANT OR DEMISE

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APRTMENT or of the said Plot/s and Building/s or any part/s thereof. The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to him/her/them/it and all open spaces, covered parking spaces, lobbies, staircases, terraces recreation

spaces, will remain the property of the DEVELOPER/PROMOTER until the said structure of the building is finally transferred in terms of this Agreement and/or a separate Agreement.

21. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the DEVELOPER/PROMOTER executes this Agreement, and so long as this agreement is not cancelled, it shall not mortgage or create a charge on the SAID APARTMENT, as the case may be, and if any such mortgage or charge is made or created then notwithstanding any thing contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/ALLOTTEE who has taken or agreed to take such Apartment.

22. BINDING EFFECT

Forwarding this Agreement to the PURCHASER / ALLOTTEE/S by the DEVELOPER / PROMOTER does not create a binding obligation on the part of the DEVELOPER/PROMOTER or the PURCHASER/ALLOTTEE/S until, firstly , the PURCHASER/ALLOTTEE/S signs and delivers this Agreement with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/ALLOTTEE/S and secondly , the Purchaser/Allottee/s appears for the registration of the same before the concerned Sub- Registrar as and when intimated by the DEVELOPER/PROMOTER. If the PURCHASER/ ALLOTTEE(S) fails to execute and deliver to the DEVELOPER/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE/s and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER/PROMOTER,

then the DEVELOPER/PROMOTER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE/S, application of the PURCHASER/ALLOTTEE/S shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE/S in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE/S without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, which supersedes all documents, brochures and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEES`

- a. 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.
- b. The PURCHASER/ALLOTTEE shall give to the DEVELOPER/PROMOTER copy of the document of transfer. The PURCHASER/ALLOTTEE shall ensure that all laws regarding the same adhered to and inform authorities regarding the same as necessary. The person/s who will be in possession or use of the SAID APARTMENT

shall be bound by the terms of this agreement and conditions contained in the permission letter of the DEVELOPER/PROMOTER. The PURCHASER/ALLOTTEE shall keep the DEVELOPER/PROMOTER harmless and indemnified regarding the same.

26. 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.

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

Wherever in this Agreement it is stipulated that the PURCHASER/ ALLOTTEE/S has/have to make any payment/s, in common with other PURCHASERS/ ALLOTTEE/S 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 Said Project.

28. 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.

29. EVENT OF DEFAULT

- a. In the event of default, the non-defaulting party shall issue a cure notice to the defaulting party. In the event the defaulting party completely cures the default within the stipulated period, the default shall then cease to be a default.
- b. In the event the defaulting party fails to completely cure the defect as per the default notice, the default shall be treated as a terminable default in such case or in any other terminable default. The non-defaulting party may without further notice proceed with termination as provided herein.
- c. If any amount due and payable by the PURCHASER/ALLOTTEE/S remains unpaid then the DEVELOPER/PROMOTER at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the PURCHASER/ALLOTTEE/S or from any amount payable to the PURCHASER/ALLOTTEE/S and adjust the account accordingly and in case still there are dues from PURCHASER/ALLOTTEE/S shall raise demand accordingly.

30. TERMINATION AND CONSEQUENCES OF TERMINATION

- a. Upon termination of this Agreement, the DEVELOPER/PROMOTER shall refund to the PURCHASER/ALLOTTEE the amounts specified hereunder and in the manner stated herein.
 - (1) Notwithstanding anything contained above and subject to (2) and (3) below, upon termination of this Agreement by the DEVELOPER/PROMOTER in event of default by the PURCHASER/ALLOTTEE, the DEVELOPER/PROMOTER is entitled to forfeit 10% of the amount as liquidated damages for breach of the terms of the agreement and also interest amounts and other charges paid under the payment scheme above and refund the balance amounts (if any – in the manner set out below) to the PURCHASER/ALLOTTEE without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever.
 - (2) Upon termination of this Agreement, the Parties shall execute and register a Deed of Cancellation. The refund amount set out above shall be made by the

DEVELOPER/PROMOTER to the PURCHASER/ALLOTTEE within 30 days from the date of termination of this Agreement, subject to the execution and registration of the Deed of Cancellation in favor of the DEVELOPER/PROMOTER.

- 3) Further, in the event of the price agreed to be received on such transfer/sale of the Apartment in favor of a third party is less than the total price of the Apartment specified above, and the termination is caused due to a breach of the PURCHASER/ALLOTTEE or by the PURCHASER/ALLOTTEE with no fault of the DEVELOPER/PROMOTER, the DEVELOPER/PROMOTER shall have the right to recover the differential amount from the PURCHASER/ALLOTTEE, or adjust the same against the amounts refundable to the PURCHASER/ALLOTTEE as above in the sub clause of this clause. However, in the event of the consideration to be received by the DEVELOPER/PROMOTER on transfer/sale of the Apartment in favor of a third party is more than the consideration price of the Apartment charged to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE shall not be entitled to stake any claim in respect of such excess consideration received by the DEVELOPER/PROMOTER and the same shall belong to and be appropriated solely by the DEVELOPER / PROMOTER. Keeping this in mind, an amount equivalent to 10% of the purchase consideration agreed upon shall be retained by the DEVELOPER /PROMOTER till the Apartment is finally sold to another Purchaser/Allottee. The said retained amount shall be held without interest and shall be refunded within 8 days of the transfer/entering into any agreement with a new Purchaser/Allottee subject to deduction as aforesaid. In the event the new Purchaser/Allottee agrees to a figure larger than the consideration agreed upon, the entire retained amount as aforesaid shall be refunded within the said period of 8 days. If however no new Purchaser/Allottee is found within 180 days of the termination, and retention as aforesaid, the DEVELOPER/PROMOTER shall refund the entire retained amount within 8 days thereof.
- 4) The Parties agree and confirm that the forfeiture amount and any differential amount estimated after transfer of the Apartment in favor of a third party recovered and/or adjusted from the amounts refundable to the PURCHASER/ALLOTTEE shall be construed as pre-estimated liquidated damages and PURCHASER/ALLOTTEE shall not at any time hereafter raise objections or dispute the same.

- 5) In the event of this Agreement being terminated for any reason whatsoever, except due to a breach by the DEVELOPER/PROMOTER which is not cured inspite of the curing notice, the PROMOTER/ DEVELOPER shall be entitled to retain, withhold and forfeit an amount equivalent to 10% of the total consideration value mentioned in clause 2 (a) herein from and out of the amount paid by the PURCHASER/ALLOTTEE to the DEVELOPER/PROMOTER and the DEVELOPER/PROMOTER shall be liable to repay only the balance amount (if any) from the amount received by the DEVELOPER/PROMOTER on resale of the SAID APARTMENT.
- 6) The PURCHASER/ALLOTTEE agrees that upon termination of this Agreement as aforesaid, the DEVELOPER/PROMOTER shall be released and discharged of any and all liabilities and obligations under this Agreement and the PURCHASER/ALLOTTEE hereby irrevocably authorizes the DEVELOPER/PROMOTER to dispose off and sell the SAID APARTMENT and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the DEVELOPER/PROMOTER may deem and think fit in its absolute discretion and the PURCHASER/ALLOTTEE shall not be entitled to raise any objection to the same and this Agreement shall be deemed to stand cancelled and the PURCHASER/ALLOTTEE shall cease to have any right title interest claim demand of any nature whatsoever against the SAID APARTMENT (including rights incidental thereto) or any part thereof and/or against the DEVELOPER/PROMOTER.
- 7) The DEVELOPER/PROMOTER (if the cancellation is caused due to a fault of the PURCHASER/ALLOTTEE or the PURCHASER/ALLOTTEE cancels the agreement without a breach by the DEVELOPER/PROMOTER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest, compensation, damages, costs or otherwise. In any event the DEVELOPER/PROMOTER shall not be liable to reimburse to the PURCHASER/ALLOTTEE any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the PURCHASER/ALLOTTEE in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Apartment.

8) It is agreed between the Parties hereto, that in case of termination of this Agreement by the DEVELOPER/PROMOTER, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document for cancellation of this agreement.

However, this does not absolve the obligation of the PURCHASER/ALLOTTEE to execute and register the cancellation agreement as stated hereinabove, and the PURCHASER/ALLOTTEE'S refund, if any, shall be subject to a deed of cancellation being executed and registered. The stamp duty and registration charges for such cancellation shall be borne by the PURCHASER/ALLOTTEE.

9) No interest shall be payable if the termination is due to the breach of the PURCHASER/ALLOTTEE which is not cured in spite of a notice.

10) In the event the termination not due to a breach of the DEVELOPER/ PROMOTER, the refund shall be subject to a deduction of 10% of the consideration of the SAID APARTMENT, which shall be forfeited by the DEVELOPER/PROMOTER as liquidated damages.

11) The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, electricity charges, deposits paid to anybody / or authority, GST, or any other tax whatsoever.

12) The PURCHASER/ALLOTTEE confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of DEVELOPER/PROMOTER'S failure to handover possession of SAID APARTMENT within the stipulated period in this Agreement.

31. NOTICE OR DEMANDS OR INTIMATION

That all notices, demands, intimations, etc., to be served on the PURCHASER/ALLOTTEE and the DEVELOPER/PROMOTER as contemplated by this Agreement shall be deemed to have been

duly served if sent to the PURCHASER/ALLOTTEE or the DEVELOPER/PROMOTER by Registered Post A.D or Speed Post A.D. or or when notified by Email ID at their respective addresses specified below:

For the PURCHASER/ALLOTTEE:

PURCHASER/ALLOTTEE Name - _____

PURCHASER/ALLOTTEE Address - _____

Email ID: _____

For the DEVELOPER/PROMOTER

M/s. Alcon Developers

1st Floor, Sukerkar Mansion,

Panaji Goa- 403 001

Email ID: _____

The PURCHASER/ALLOTTEE and the DEVELOPER/PROMOTER shall keep each other informed on any change in e-mail and/or postal address. In case the Purchaser/ALLOTTEE or the DEVELOPER/PROMOTER changes his/her/their e-mail and/or postal address subsequent to the execution of this Agreement and fails to inform the other party in writing by Registered Post and/or email, then dispatch to the old e-mail and/ or postal address of the other party shall be deemed to have been received by the DEVELOPER/PROMOTER or the PURCHASER/ALLOTTEE and the same shall be considered valid and binding.

32. JOINT PURCHASER/ALLOTTEES

That in case there are Joint Purchaser/Allottees all communications and / or any notice/s shall be sent by the DEVELOPER/PROMOTER to the PURCHASER/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 Purchaser/Allottees.

33. WAIVER

Any delay or indulgence by the DEVELOPER/PROMOTER in enforcing the terms of this Agreement or any concession or giving of time to the PURCHASER/ALLOTTEE shall not be construed as a waiver on the part of the DEVELOPER/PROMOTER of any breach of or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER/ALLOTTEE nor shall the same in any manner prejudice the rights of the DEVELOPER/PROMOTER.

34. INTEREST

The PURCHASER/ALLOTTEE agrees to pay to the DEVELOPER/PROMOTER, interest as specified in the Rules, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the DEVELOPER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the DEVELOPER/PROMOTER.

35. PLACE OF EXECUTION & REGISTRATION

- a. The execution of this Agreement shall be complete only upon its execution by the DEVELOPER / PROMOTER through its authorized signatory at the DEVELOPER /PROMOTER'S Office, or at some other place, which may be mutually agreed between the DEVELOPER/PROMOTER and the PURCHASER/ALLOTTEE and the said Agreement shall be registered at the office of the Sub-Registrar at Margao-Goa.
- b. The DEVELOPER/PROMOTER is only facilitating the PURCHASER/ALLOTTEE in payment of Stamp Duty and registration charges. The amount may be received in the DEVELOPER/PROMOTER'S Account for such facilitation. The same does not mean receipt thereof by the DEVELOPER/PROMOTER.
- c. The PURCHASER/ALLOTTEE/S shall present this Agreement for registration within four months from the date of execution of this Agreement. The DEVELOPER/PROMOTER shall not be responsible if the Apartment Purchaser/Allottee fails to register the agreement as mentioned above.

36. DISPUTE RESOLUTION

- a. Any dispute between parties shall be first tried to be amicably settled through mediation of a sole mediator, who shall be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto.
- b. In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

37. CHANGING OF APARTMENT

If the PURCHASER/ALLOTTEE request to change his/her/their Apartment with other Apartment and the DEVELOPER/PROMOTER may accept the said request at its sole discretion and on such terms as may be decided by the DEVELOPER/PROMOTER.

38. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

SCHEDULE I

(Description of the said Project Land)

ALL THAT Plot No. 25, admeasuring 311 sq.mtrs, identified in the recent Survey records under Chalta No. 19 of P.T. Sheet No.127, **Plot No. 26**, admeasuring 309 sq.mtrs, identified in the recent Survey record under Chalta No. 20 of P.T. Sheet No. 127, **Plot No. 27**, admeasuring 309 sq.mtrs, identified in the recent Survey records under Chalta No. 21 of P.T. Sheet No.127, **Plot No. 28**, admeasuring 240 sq.mtrs, identified in the recent Survey records under Chalta No. 22 of P.T. Sheet No. 127, **Plot No. 29**, admeasuring 1381 sq.mtrs, identified in the recent Survey records under Chalta No. 3 of

P.T. Sheet No. 127, **Plot No. 40**, admeasuring 540 sq.mtrs, identified in the recent Survey records under Chalta No. 32 of P.T. Sheet No. 127 and the area of land admeasuring **459** sq.mtrs, forming a part of property identified in the recent Survey records under Chalta No. 2 of P.T. Sheet No. 127, totally admeasuring **3549 sq.mtrs**, being amalgamated, and which is a part of larger property known “AZULIANCHI TOLLOY” or “GOGOLLA”, formed by amalgamation of two properties i.e. (1) Property described in the Land Registration Office of Salcete at Margao under No. 456 at folio 30 of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1085 and (2) Property described in the Land Registration Office of Salcete at Margao under No. 457 at folio 30 reverse of the Book B-2 of new series, enrolled in the Land Revenue Office of Salcete under Matriz No. 1087

SCHEDULE II

(Description of the said Apartment)

All that SAID APARTMENT of **__BHK** bearing Apartment No. __, situated on the **___ Floor** in Building Block “__admeasuring ___ sq.mtrs, of carpet area in the SAID PROJECT named as “**SERENO**” , being constructed in the SAID PROJECT LAND described in SCHEDULE II herein above.

SCHEDULE III

(PAYMENT PLAN)

Sr. No.	<u>Payment %</u>	<u>Stage</u>	<u>Amount Due</u>
1.	10%	On making complete offer, execution and registration of Agreement	
2.	20%	On Completion of Plinth	
3.	10%	On Completion of Stilt Slab	
4.	15%	On Completion of 1 st Floor Slab	
5.	15%	On Completion of 3 rd Floor Slab	
6.	15%	On Completion of Masonary	
7.	10%	On Completion of Plumbing	
8.	5%	On Possession	

Total	100%		
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Margao, Salcete, Goa on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

DEVELOPER/PROMOTER

M/S. ALCON DEVELOPERS

Through its Partner

MR. AAKASH NANDA NAIK KHAUNTE

Left Hand Finger Impression

Right Hand Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER/ALLOTTEE

Left Hand Finger Impression

Right Hand Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of:

1. _____

2. _____

ANNEXURE I

(Plan of Project land)

ANNEXURE II

Common Amenities/Facilities of SERENO COMPLEX

1.Safety & Security:

- Gated Complex with round the clock Security services
- CCTV coverage for all common areas
- Fire Fighting System as per National Building Code for the project

2. Recreational Amenities:

- Swimming pool
- Fully equipped club house
- Multipurpose activity/games hall

3. Common Amenities:

- Dedicated Covered parking area for every unit
- DG back up for all common area
- Drive ways with concrete pavers

ANNEXURE III

RERA registration certificate

ANNEXURE IV

Title Certificate

ANNEXURE V

Details of Initial Approvals

List of Approvals for the proposed Construction of Residential Building (A, B-1, B-2 & C), Swimming Pool and amalgamation of plots & construction of Compound wall by M/s. Alcon Developers at Gogal Margao bearing Chalta No. 2(P), 3, 19, 20, 21, 22 & 32 of P.T. Sheet No. 127

Sr. No.	Description of Documents
1.	Development Permission bearing No. SGPDA/P/5463/1057/18-19 dated 09/10/2018 issued by South Goa Planning And Development Authority, Margao – Goa, along with approved plans.
2.	Construction License bearing No. A/43/18-19 dated 21/11/2018 issued by the Margao Municipal Council, Margao, Goa, along with approved plans.

ANNEXURE VI

Proposed Plan

ANNEXURE VII

CONSTRUCTION SPECIFICATIONS, FIXTURES AND FITTINGS

- I. **STRUCTURE** - R.C.C. framed structure.
- II. **WALLS** – Brick/Laterite/Concrete block masonry in cement mortar.
- III. **DOOR & WINDOWS**- All doors frames shall be of 2.5” x 4” size in Sal/Matti. All the doors shall be of solid core 30 mm thick marine grade commercial veneered flush shutters, except the main door be of teak veneered flush shutters. All doors shall have mild steel oxidized hinges, brass tower bolts and door stoppers. All doors shall be painted in oil paint except the main door which shall be polished. All windows shall be Aluminum sliding windows.
- IV. **PLASTER & PAINT**- All external surface of the building will be plastered two coats of cement mortar and finished with cement paint. Internal walls and ceiling will be plastered with neeru. All wall surfaces will be finished in off white oil bound distemper paint. All ceiling to be finished white wash.
- V. **ROOFING** - RCC slab with normal type water proofing.
- VI. **FLOORING & SKIRTING**- All flooring shall be vitrified tiles.
- VII. **TOILETS** – Toilets blocks shall consists of European/Indian commode, wash basin and a shower rose, sanitary ware to be white in colour. Other colours are optional will

be charged extra. All toilets and bathroom to be provided with 8” x 12” white glazed tiles to Door height. Toilet floors to have ceramic tiles laid in cement mortar.

VIII. **KITCHEN**- Kitchen to be provided with standard platform finished with “Granite” stone, Sink shall be of single bowl stainless steel. Kitchen platform Dado to be provided with white glazed tiles upto a height of 0.45m.

IX. **ELECTRICAL** – All wiring to be in good quality cables concealed in wall and slabs. Points to be provided as follows.

Bedroom – (each): 2 light point, Fan point.

1 .5 amp point

1 -15 amp AC point

Living /Dining: 2 light points

1 fan point

2 - 5 amp point

1 bell point

Kitchen : 1 light point

2- 5 amp point

15 amp point

1 service verandah light point

Toilets : 1 light point

1 15 amp geyser point

1 15 amp washing machine point.

All fixtures including fans are to be provided by the Purchasers. Fixing if required to be done by the **OWNERS/BUILDERS** at extra cost. Provision for inverter shall be provided.

- X. **PLUMBING AND DRAINAGE:** Rain water drainage to be in P.V.C down take pipes. Plumbing mains and distribution to be in P.V.C pipes. Underground drainage to be in SWR pipes with chambers and traps to be connected to sewage main/septic tank. Building/Block shall be provided with underground sump and overhead common tank.

ANNEXURE VIII

Sanctioned /Approved Plan

ANNEXURE IX

Layout plan of Apartment