

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made and executed at Mapusa on this ___st day of the month of January of the year Two Thousand and Twenty Two.

BETWEEN

1. **MR. CASMIRO CHARLES MARIO LOBO**, son of late Baptist Lobo, 54 years of age, married, business, Indian National, holding PAN Card No. ABAPL6313J, Aadhar Card No. 9648 4022 3920 resident of House No. 211, O Plano De Deus, Vaddem, Socorro, Bardez, Goa 403501, email: lobo2cm@yahoo.co.in, mobile No. 9370537993 and his wife:

2. **MRS. VALERIE NANCY KENETH LOBO**, wife of Mr. Casmiro Charles Mario Lobo, aged 52 years, married, business, Indian national holding PAN card no. ABAPL6312K resident of House No. 211, O Plano De Deus, Vaddem, Socorro, Bardez, Goa :herein referred to as “**OWNERS/VENDORS/SELLERS/ THE PARTIES OF THE FIRST PART**” (which term and expression shall unless repugnant to the context and meaning thereof be deemed to include his heirs, successor, executors, legal representatives, administrator, assigns and any other person or persons claiming through him) of the **ONE PART**.

AND

MR. _____, son of _____, aged ___ years, ___married, _____, Indian national, holding PAN Card no. _____, resident of _____
_____ herein referred to as “**THE PARTIES OF THE SECOND PART/ PURCHASER/ALLOTTEE**” (which term and expression shall unless repugnant to the context and meaning thereof be deemed to include their heirs, successor, executors, legal representatives, administrator, assigns and any other person or persons claiming through them) of the **SECOND PART**.

AND

M/S C M LOBO Constructions, a sole proprietary firm having its office at office No. 11 & 11A, block, 2nd floor, Buildmore Business Park, Khorlim, Ximer, Mapusa, Bardez, Goa, represented by its sole proprietor Mr. Casmiro Charles Mario Lobo, son of late Paul Baptist Lobo, aged 54 years, married, business, Indian national and resident of House No. 211, O Plano De Deus, Vaddem, Socorro, Bardez, Goa, holding PAN card no. ABAPL6313J, contact no. 9370537993 herein referred to as “**THE PARTIES OF THE THIRD PART/ DEVELOPER**” (which term and expression shall unless repugnant to the context and meaning thereof be deemed to include their heirs, successor, executors, legal representatives, administrator, assigns and any other person or persons claiming through them) of the **THIRD PART**

AND WHEREAS, there exists an immovable property known as “BOMBA OR CORMOLBOMBA OR KONDA”, situated within the jurisdictional limits of Municipal City of Mapusa, sub district of Bardez, North District of Goa, Goa, Surveyed under P.T. Sheet no 27, Chalta no 5/3, (P.T. Sheet No. 27 survey no. 5 sub division no. 3 as survey plan), admeasuring an area of 938 square meters along with residential house/ building in dilapidated condition having Mapusa Municipal Council House no. 2/95/A1 (2/95/A) including Flat bearing no 95/A/2 (old)/ (2/95/A) and house no. 97/1A and the said property is not found registered in the Land Registration Office of Bardez at Mapusa however is found enrolled in Taluka Revenue Office under Matriz No.708 shall hereinafter be referred to as the **SAID PROPERTY** for the sake of brevity and better described in the Schedule and shown in plan annexed herein below.

AND WHEREAS, vide Sale Deed dated 03.09.1971 the original owner of the Said Property Mrs. Pedrinha Maria Santamaria alias Maria Santamaria, daughter of Jose Paulo Santamaria, and her husband Pedro Nolasco Fonseca, Mrs. Alice Faustina Santamaria, daughter of Jose Paulo Santamaria and her husband Armando Jose Paulo Sebastiao Milagres Dos Filipes as sellers sold the Said Property to Shri. Gojanana Arjuna Harmalkar alias Mr. Gajanan Arjun Harmalkar for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No.4873 at page 102 to 107 of Book No.1, Volume 55 dated 22-10-1971.

AND WHEREAS, vide Sale Deed dated 02.03.1973 Mr. Gajanan Arjun Harmalkar sold the Said Property to Mr. Antonio Caetano Francisco Pereira for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No. 6315 at page 388 to 391 of Book No.1, Volume 69 dated 19.03.1973.

AND WHEREAS, by Deed of Conveyance on Sale dated 28.04.1975, the original owner of the Said Property Mr. Antonio Caetano Francisco Pereira alias Antonio Pereira, a bachelor sold the Said Property to Shri. Suryakant Tukaram Mandrekar with Mr. Gajanan Arjun Harmalkar alias Gojanana Arjuna Harmalkar and his wife Mrs. Shuddhamati Gajanan Harmalkar as the Consenters to the Deed for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No. 346 at page 139 to 146 of Book No.1, Volume 93 dated 30.05.1975.

AND WHEREAS, by Deed of Sale dated 10.07.1981, Shri. Suryakant Tukaram Mandrekar and his wife Mrs. Jayshree Suryakant Mandrekar sold the Said Property to one Mr. Purushottam Pandurang Kamat for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No. 710 at page 8 to 13 of Book No.1, Volume 167 dated 22.09.1981.

AND WHEREAS, after the purchase of the said property Mr. Purushottam Pandurang Kamat built a residential building within the Said Property after obtaining a license bearing No. 313 dated 26.02.1985 of Mapusa Municipal Council.

AND WHEREAS, the Engineering department of Mapusa Municipal Council issued necessary Occupancy Certificate bearing No. ENGG/1/103/2585/85 dated 19.08.1985 to Mr. Purushottam Pandurang Kamat.

AND WHEREAS, Mr. Purushottam Pandurang Kamat constructed the ground floor and subsequently constructed a First floor in or about the year 1996 after having obtained all the permissions and licenses.

AND WHEREAS, by Deed of Sale dated 25.10.1990 Mr. Purushottam Pandurang Kamat and his wife Mrs. Usha Purushottam Kamat sold for valuable consideration to Mrs. Pramodini Raghunath Pai alias Smita Keshav Thali, herein northern half of the said residential building on the ground floor admeasuring 74 square meters of built-up area presently bearing No. 95/A2 (old)/ and house no. 97/1A with land beneath of said 74 square meters of the building of the Said Property for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No.1277 of Book No.1, Volume 109 dated 01.08.1991.

AND WHEREAS, the Mr. Kamallesh Keshavrav Thali Alias Kamlesh Thali Alias Kamallesh Keshavarav Thali, Married To Mrs. Geeta Kamlesh Thali, Mr. Nilkant Keshavrao Thali, Married To Mrs. Juhi Nilkant Thali Alias Juhi Nilkhanth Thali Alias Juhi Nilkanth Thali have inherited all the estate of late Mrs. Pramodini Raghunath Pai alias Smita Keshav Thali who expired on 22.02.2018 which fact is depicted in the Deed of Succession dated 15.01.2019 which document is duly registered in the office of the Civil cum Sub Registrar and Special Notary (Ex-officio), Pernem, Goa at Folio 39V to 40V bearing No.24.

AND WHEREAS, by Deed of Sale dated 15.02.2007, Mr. Purushottam Pandurang Kamat and his wife Mrs. Usha Purushottam Kamat sold for valuable consideration to the Mr. Thomas Jose Fernandes Alias Tomas Micael Fernandes, Mrs. Lina Fernandes Alias Lina Thomas Fernandes, Mr. Leo Loyd Joseph Fernandes, Mrs. Thina Liza Fernandes Alias Fernandes Thina Liza herein all that remaining undivided portion admeasuring an area of 864 square meters of the Said Property which includes house/ building admeasuring 264.80 square meters existing in the Said Property bearing House Nos. 2/95/A1, for valuable consideration which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under No.979 at pages 173 to 208 of Book No.1, Volume 2011, dated 6-03-2007 except the built area of 74 square meters on the ground floor already sold to Mrs. Pramodini Raghunath Pai alias Smita Keshav Thali by Deed of Sale dated 25.10.1990.

AND WHEREAS, the above referred Deed of Sale dated 15.02.2007 was rectified under the Deed of Rectification dated 14.04.2014 which deed was duly registered before the Civil cum Sub Registrar of Bardez at Mapusa, Goa, under Document serial no. 1538, Registration No. BRZ-BK1-01615-2014, Book-1 Document, CD No.BRZD664 dated 15.04.2014.

AND WHEREAS the Sub Registrar of Mapusa-Goa has issued a Nil Encumbrance Certificate for the said Plot bearing Chalta no. 5/3 of P.T. Sheet no. 27 of city survey, Mapusa, under Certificate No. 2736 dated 14.12.2021 and Certificate No. 2769 dated 10.12.2021.

That vide Deed of Sale dated 17.03.2022, Mr. Casmiro Charles Mario Lobo had purchased the said property totally admeasuring an area of 938 square meters from Mr. Thomas Jose Fernandes Alias Tomas Micael Fernandes and his wife Mrs. Lina Fernandes Alias Lina Thomas Fernandes, Mr. Leo Loyd Joseph Fernandes and his wife Mrs. Reena Pradhan E Fernandes, Mrs. Thina Liza Fernandes Alias Fernandes Thina Liza and her husband Mr. Sunil Singh, Mr. Kamalesh Keshavrav Thali Alias Kamlesh Thali Alias Kamalesh Keshavarav Thali and his wife Mrs. Geeta Kamlesh Thali, Mr. Nilkant Keshavrao Thali and his wife Mrs. Juhi Nilkant Thali Alias Juhi Nilkhanth Thali Alias Juhi Nilkanth Thali.

AND WHEREAS, the said Deed of Sale dated 17.03.2022 is found registered before Sub Registrar of Bardez under Document Serial no. 2022-BRZ-1271, Book: 1 Document , Registration no. BRZ-1-1229-2022, dated 21.03.2022.

AND WHEREAS, that Conversion Sanad under no. RB/CNV/26/72/585(10) dated 24.11.1973 was obtained for the said property from the office of North Goa Collectorate Office.

AND WHEREAS, the Directorate of Settlement & Land Records, Panaji Goa certified that the new survey no. / Sub Division, viz., P.T. Sheet no. 27, survey no. / Chalta no. 5/3 corresponding to the old Cadastral Number/lote no. viz., 145 (part) of above said Property vide Letter no. 9(02)-02/DSLRL-2022/672 dated 28.01.2022.

AND WHEREAS that vide Technical clearance under no. NGPDA/M/1923/1849/2022 dated 02.11.2022, the North Goa Planning Authority office, had issued technical clearance for carrying work of proposed construction of Residential Building, compound wall and Swimming Pool in the said Property.

AND WHEREAS, the Directorate of Health services, Urban Health Centre Mapusa had issued NOC dated 11.11.2022 from Sanitary point of view to proposed construction of residential building as per plan approved by North Goa Planning Authority for the said property .

AND WHEREAS that the Mapusa Electricity Department office issued its N.O.C. vide letter no. AE-I(U)/VI/O&M/2022-2023/Tech -40/1622 dated 9.11.2022 to proposed

construction of Residential building as per plan approved by North Goa Planning Authority in the said property.

AND WHEREAS, that the P.W.D office of Mapusa, Bardez, Goa has issued its N.O.C. vide letter no. PWD/SDII/PHE-N/F. 10/464/22-23 dated 15.11.2022 to proposed construction of Residential building, swimming Pool and Compound wall as per plan approved by North Goa Planning Authority for the said property.

AND WHEREAS, That Construction License no. CONSTLIC/MAPUSA/2022-2023/12 dated 02.12.2022 issued by Mapusa Municipal Council for proposed construction of Residential Building, compound wall and Swimming Pool as per plan approved by North Goa Planning Authority for the said property bearing P.T. Sheet/Survey no. 27 and Chalta no./Sub Div. no. 5/3 of city survey, Mapusa.

AND WHEREAS Architect **Mr. Sidharth Naik**, having Reg. No.: AR/0027/2010 of M/S Ulysis, Panjim-Goa, has prepared plans for proposed construction of Residential Building, compound wall and Swimming Pool in the said property bearing P.T. Sheet/Survey no. 27 and Chalta no./Sub Div. no. 5/3 of city survey, Mapusa.

AND WHEREAS the VENDORS/PROMOTER has appointed a structural Engineer **Mr. Dattaprasad Khalap** for the preparation of the structural design and drawings of the Building and the VENDOR/PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the Deed of Sale dated 17.03.2022, the VENDORS/PROMOTER has sole and exclusive right to sell the Apartments/Flats in the said Building to be constructed by the VENDOR/PROMOTER on the said property and to enter into Agreement/s with the PURCHASER/ALLOTTEE/s for sale of the Apartments/Flats and receive the sale consideration in respect thereof.

AND WHEREAS, the Party of the First Part no. 1 is the sole proprietor of Party of the Third Part/ Developer and had started the work of Development/construction of residential Building's consisting of Residential Apartments/ Flats and has right to sell the Flat/Apartments in the said building/s to be constructed by the Developer in the said property and to enter into agreement/s with the intending purchaser/s of the Flat and to receive the sale price in respect thereof.

AND WHEREAS the PURCHASER/ALLOTTEE demanded from the Developer/Vendors and the Developer/Vendors has given inspection to the Purchaser of all the documents of title relating to the said Property and the approved plans, designs and specifications prepared by the Developer's Architects and 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 PURCHASER/ ALLOTTEE has acknowledged the receipt of the same.

ANDWHEREAS the Developer has got approved from the concerned local authority the plans, the specifications, elevations, sanctions and details of the said buildings.

AND WHEREAS the Developer has proposed to construct on the said property, a new multi-storied buildings consisting flats which shall hereinafter referred to as "the said Building/s" for the sake of brevity.

AND WHEREAS the VENDOR/PROMOTER, DEVELOPER accordingly, commenced the construction of said Residential building/s in accordance with the said approved Plans and Specifications on the said Property in the Project identified and named as **"SERENIDADE CENICA"**, hereinafter referred to as the **"SAID PROJECT"**.

AND WHEREAS the authenticated copy of the Site Plan showing the Layout of the building/s and open space/s as proposed to be constructed by the VENDOR/PROMOTER on the said project have been annexed hereto.

AND WHEREAS the authenticated copy of the Floor Plan showing specifications of the Apartment/Flat agreed to be purchased by the PURCHASER/ALLOTTEE, have been annexed hereto.

AND WHEREAS the VENDOR/PROMOTER has got necessary approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/project wherever applicable and shall obtain the balance approvals, if any, from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said building/Project.

AND WHEREAS the PURCHASER/ALLOTTEE hereby agrees to purchase from the Sellers/Owners/Party of the First Part and Developer and the Sellers/Owners/Party of the First Part and Developer hereby agrees to sell to the PURCHASER/ALLOTTEE one/two bed room Flat bearing No. _____, admeasuring an area of _____ square meters (Carpet area of _____ square meters plus Exclusive balcony carpet area of _____ square meters) on _____ Floor, "____" block, being constructed in the said Project identified and named as **"SERENIDADE CENICA"** as per the floor plan annexed and marked in red colour for the price consideration of Rs. _____/- (Rupees _____ only), exclusive of GST, which is the subject matter of this Agreement for Sale and more specifically described in schedule and shall hereinafter referred to as **"SAID FLAT/APARTMENT"** for the sake of brevity.

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

AND WHEREAS the VENDOR/PROMOTER/DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder with the Goa Real Estate Regulatory Authority under No. _____.

AND WHEREAS under section 13 of the said Act the VENDOR/PROMOTER/DEVELOPER is required to execute a written Agreement for sale of said Flat/Apartment with the PURCHASER/ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS, the VENDORS/SELLERS/Developer has not created any hypothecation or any kind of lien on The Said Flat fully described in the Schedule II hereunder.

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

1. The Developer/Promoter shall construct the multi-storied building/s on the said land in accordance with the plans, sanctions, designs and specifications as mentioned in schedule III hereunder and as approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them, provided that the Developer shall have to obtain prior consent in writing of the **PURCHASER/ALLOTTEE** in respect of such variations or modifications which may adversely affect the Flat of the Purchaser.

2. The **PURCHASER/ALLOTTEE** hereby expressly consents to all such variations. The Purchaser will not be entitle to or demand any compensation or reduction in the price of the said premises/Flat by reason of such variation provided however, that the saleable area of the said Flat agreed to be purchased by the Purchaser shall not be reason for such variation.

3. The **PURCHASER/ALLOTTEE** hereby agrees to purchase from the VENDORS/SELLERS/DEVELOPER and the VENDORS/SELLERS/DEVELOPER hereby agrees to sell to the **PURCHASER/ALLOTTEE** _____ bed room Flat bearing No. _____, admeasuring an area of _____ square meters (Carpet area of _____ square meters **Plus** exclusive Balcony carpet area ofsquare meters) on _____ Floor, “___” block, in the project identified and named as “**Serenidade Cenica**”, as shown and marked with red boundary lines on the Floor Plan annexed hereto, which more specifically described in

schedule II hereunder and hereinafter referred to as “the said Flat/Apartment” for the price consideration of Rs. _____/- (Rupees _____ only), exclusive of GST, along with the proportionate undivided right/share in the said property, on certain terms conditions and stipulations hereinafter contained, being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/ limited common areas and facilities and along with the proportionate right to the access, staircase, superstructure, common passage, swimming pool, garden of the said building and also common amenities together with all sewers, trees, drains, water-courses, rights, liberties, privileges, easement and advantages appurtenant thereto or belonging to the same or reputed to be belongings to the same which are more particularly described in the Schedule II hereunder written.

4. The VENDOR/PROMOTER hereby agrees to allot to the PURCHASER/ALLOTTEE a Covered Parking Space bearing No._____ situated at stilt floor, as shown and marked with red boundary lines on the Parking Plan annexed hereto.

5. The above said total price/consideration of Rs.____/- (Rupees _____only) includes the cost of the construction of the said Apartment OR includes the cost of the construction of the said Apartment alongwith allotment of the Covered Parking Space to the PURCHASER/ ALLOTTEE. It is clarified that while above said price/consideration does not include the rights to the common top Terrace.

6. The PURCHASER/ALLOTTEE agreed to pay to the VENDORS/PROMOTER/DEVELOPER the Sale consideration of above said allotted Flat/Apartment bearing No. _____, admeasuring an area of _____ square meters (Carpet area of _____ square meters **Plus** exclusive Balcony carpet area ofsquare meters) in following manner:

- a. That sum of Rs. _____/- (Rupees _____ only) (inclusive of GST amounting to Rs. _____/- (Rupees _____ only), is paid by the Purchasers to the Developer by Bank transfer, as advance (part consideration) towards purchase of the said Flat, the receipt of which the Developer/Party of the First Part do hereby admit and acknowledge.
- b. The Purchasers hereby agrees to pay to the Developer balance consideration of Rs. _____ /-(Rupees _____ Only) (exclusive of G.S.T to Developer in the following manner along with G.S.T. as per schedule-IV attached hereunder.

7. The Purchaser hereby agreed to pay to the Developer balance consideration of Rs. _____ /-(Rupees ____-_____ Only)(exclusive of G.S.T) and, in addition an amount of G.S.T on the Balance consideration as applicable as per law prevailing in the state to Developer as per clause 6 and as per payment schedule annexed to this Agreement for sale.

8. The Developer shall complete the construction of the said Flat/premises and handover the possession of said Flat/premises to Purchaser within the period of 36 months or on or before 31.12.2025 from the date of execution of this Agreement for Sale.

9. The Purchasers shall make payment as per the condition laid down in clause no. 4 of this Agreement for Sale, however in case of default in payment of any amount as and when becomes due and payable (time being essence of this Agreement) and or in observing and or in performing any terms and condition of this Agreement for Sale, in such event Developer shall be at liberty to terminate this agreement for sale by giving a prior written notice of fifteen days. The **VENDOR/PROMOTER** shall, however, on such termination, refund to the **PURCHASER/ALLOTTEE** the amounts, if any, which may have till then been paid by the **PURCHASER/ALLOTTEE** to the **VENDOR/PROMOTER**, after forfeiting an amount of Rs. 2,00,000 /- (Rupees Two Lakhs Only) without any further amount by way of interest or otherwise, within a period of 60 days of said termination of Agreement for Sale. In case of cancellation/ termination of the present Agreement any outgoings towards taxes, duties etc. incurred by the **VENDOR/PROMOTER** on account of the **PURCHASER/ALLOTTEE** shall be deducted from the amount refundable to the **PURCHASER/ALLOTTEE**.

11. The total price/consideration as said above excludes Taxes (consisting of tax paid or payable by the **VENDOR/PROMOTER/ DEVELOPER** by way of Infrastructure tax, GST and Cess or any other taxes, fees etc. which may be levied, in connection with the construction of and carrying out the Project payable by the **VENDOR/PROMOTER/ DEVELOPER** up to the date of handing over the possession of the Apartment which shall be recovered from the **PURCHASER/ALLOTTEE** as applicable.

12. 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 **VENDOR/PROMOTER/ DEVELOPER** 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., the **VENDOR/PROMOTER/DEVELOPER** shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the **PURCHASER/ALLOTTEE**, which shall only be applicable on subsequent payments.

12. In the event of default in payment on due date of any amount due and payable by the Purchasers to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchasers committing breach of any of the terms and conditions herein contained, the Developer shall be entitled at his own option to terminate this agreement, Provided that the power of termination hereinbefore contained shall not be exercised by the Developer, unless and until the Developer shall have given to the Purchasers fifteen days prior notice in writing 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 and default shall have been made by the Purchasers in remedying such breach or breaches within a reasonable time after the giving of such notice.

10. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchasers the installments of sale price of the Flat, which may till then have been paid by the Purchasers to the Developer but the Developer shall not be liable to pay to the Purchasers any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Developer, and the Developer shall be at liberty to dispose of and sell the Flat to such person and at such price as the Developer may in his absolute discretion think fit and Purchasers shall not be entitled to claim any right/compensation on said premises/Flat.

11. That the said building constructed in the said property shall be identified and named as **"SERENIDADE CENICA"**.

12. In case the Developer fails or neglects to give possession of the said Flat/premise to the Purchasers within period stipulated herein above or within the date mentioned in clause no. 6, in such case the PURCHASER/ALLOTTEE shall be entitled to give notice to Developer terminating this Agreement for Sale and on said notice the Developer shall refund the said advance amount paid by the Purchasers along with interest at the rate 6 percent per annum in respect of the said Flat, within period of 30 days from the receipt of the notice of termination from the Purchasers. Provided that the Promoter shall be entitled to have reasonable extension of time for giving delivery of Flat on the aforesaid date in writing, if the completion of building in which the Flat is to be situated is delayed on account of :

- i. non-availability of steel, cement, other building materials, water or electric supply;
- ii. war, civil commotion or act of God;
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority for the stoppage of Construction work;

iv. Or in any circumstances beyond the control of Developer or for any other unavoidable unforeseen or inevitable circumstances.

13. The VENDOR/PROMOTER/DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the said 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 actual carpet area shall be recalculated upon confirmation by the VENDOR/PROMOTER. If there is any reduction in the carpet area within the defined limit then VENDOR/PROMOTER shall refund the excess money paid by PURCHASER/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 PURCHASER/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/ALLOTTEE, the VENDOR/PROMOTER shall demand additional amount from the PURCHASER/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 _____ of this Agreement.

14. The PURCHASER/ALLOTTEE gives his consents and authorizes the VENDOR/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 VENDOR/PROMOTER may in its sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the VENDOR/PROMOTER to adjust his payments in any manner.

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

16. Time is essence for the VENDOR/PROMOTER as well as the PURCHASER/ALLOTTEE. The VENDOR/PROMOTER shall abide by the time schedule for completing the said project and handing over the Apartment to the PURCHASER/ALLOTTEE and the common areas to the association of the PURCHASER/ALLOTTEE/s after receiving the occupancy certificate or the completion

certificate or both, as the case may be subject to all the PURCHASER/ALLOTTEE/s have paid all the consideration and other sums due and payable to the VENDOR/PROMOTER as per the Agreement. Similarly, the PURCHASER/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 VENDOR/PROMOTER.

17. The Flat Purchasers shall take possession of the Flat within 30 days of the Promoter giving written notice to the Flat Purchasers intimating that the said Flat is ready for use and occupation.

18. If within a period of Three years from the date of handing over the Apartment/Flat to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the VENDOR/PROMOTER/DEVELOPER any structural defect in the Apartment or the complex in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR/PROMOTER at their own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the VENDOR/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/ALLOTTEE carries out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the VENDOR/PROMOTER/DEVELOPER shall not be liable to rectify or pay compensation. But the VENDOR/ PROMOTER/ DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

19. The Developer 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 local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchasers and shall obtain from the concerned local authority completion certificates in respect of the Flat.

20. The possession of the said premises/Flat shall be delivered by the Developer after completion of the said building along with occupancy certificate provided that the entire amount due and payable by the Purchasers are paid to the Developer before the execution of Deed of Sale or any conveyance deed.

21. Commencing a week after notice in writing is given by the Developer to the Purchasers that the Flat is ready for use and occupation, the Flat Purchasers be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of all outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, electricity bills, repairs and salaries of Maintenance clerks, , chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s and said project.

22. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchasers shall pay to the Developer such proportionate share of outgoing as may be determined. The Flat Purchasers further agrees that till the Flat Purchasers share is so determined, the Flat Purchasers shall pay to the Developer in advance provisional contributions calculated as @ Rs. 40/-(Rupees forty only)per square meters X Total flat super built up area X 24 months, towards the outgoing bills/maintenance of all common areas of the said building/ Project. The amounts so paid by the Flat Purchasers to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment is executed in favour of the society or a limited company as aforesaid. The Purchasers undertakes to pay such provisional monthly contribution after conveyance deed/ assignment and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever after execution of Deed of Conveyance/Assignment.

23. The start date of Maintenance of project will be considered as the date of occupancy certificate will be issued by the Mapusa Municipal Council and accordingly provisional contribution/ Maintenance deposit as mentioned above collected from the purchaser/s will be proportionate from the same date irrespective of the purchase date of flat/ Apartment.

24. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the said Apartment keep deposited with the VENDOR/PROMOTER, the following amounts:

- (i) Rs./- towards expenses for formation and registration of the Society or Limited Company/Federation/Apex body.
- (ii) Rs./- towards electrical, water connection expenses.
- (iii) Rs./- towards reimbursement of Infrastructure Tax.
- (iv) Rs./- towards provisional deposit towards the maintenance of project/the Society or Limited Company/Federation/Apex Body for 2 years.
- (v) Rs./- Sinking Fund.

*(The above amounts are exclusive of taxes if any, applicable for from time totime)

25. It shall be at the discretion of the Developer to decide whether a co-operative society/ Co-operative housing Maintenance Society should be registered or a limited company/association should be got incorporated. On the Developer making their decision

aforesaid, The PURCHASER/ALLOTTEE along with other PURCHASER/ALLOTTEE(s) of Apartments in the complex shall join in forming and registering the Society or Association or a Limited Company or legal entity to be known by such name as the VENDOR/PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or a Limited Company or legal entity and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the VENDOR/PROMOTER/DEVELOPER within seven days of the same being forwarded by the VENDOR/PROMOTER/DEVELOPER to the PURCHASER/ALLOTTEE, so as to enable the VENDOR/PROMOTER/DEVELOPER to register the common organization of PURCHASER/ALLOTTEE. No objection shall be taken by the PURCHASER/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.

26. As the bye -laws of the Goa Co operative housing maintenance society Act 2001 once the society is registered with the Society sub-registrar the rregistered member have to schedule a board meeting and have to conduct the election to elect the committee members within a period of 3 months from the date of registration. The copy of the minutes of the said meeting, specifying the resolutions passed for appointing various society management posts along with signs of all elected committee members, need to submit before the expiry period of three months. If any/ whatsoever reason the registered members of Society/Association fail to conduct the election and fail to elect management committee members within a period of 7 days of the notice date issued by promoter/ vendors/Developer to Purchaser/s to set up the managing committee then the promoter/ vendors/Developer shall have exclusive right to form the said society management committee by selecting/appointing the members with his choice among the registered members and to submit the minutes of the said appointment to the society sub-registrar within the stipulated period of 3 months in order to compliance the bye-laws of the Goa Co operative housing maintenance society Act 2001. In such situation objection from any members will not be considered and will be deemed as the developer decision will be the decision of all the flat owners/ purchasers.

27. The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the society or the Limited Company 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 Flat 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.

28. The PURCHASER/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the Occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

29. At the time of registration of conveyance of the structure of the complex/complexes or wing of the complex or the said Plot, the PURCHASER/ ALLOTTEE shall pay to the VENDOR/PROMOTER, the PURCHASER/ALLOTTEES' share of stamp duty and registration charges payable, by the said Society or Limited Company/ Federation/Apex body on such conveyance or any document or instrument of transfer in respect of the structure of the said Complex/complexes or wing of the complex or the said Plot to be executed in favour of the Society or Limited Company/ Federation/ Apex body.

30. After taking possession & payment of all dues to the Vendor/seller/promoters of a said flat and before formation of Society or Limited Company/ Federation/ Apex body, if the Purchaser/Allottee wanted to sublet the said flat on leave and licence basis, then the purchaser, in written, has to obtain N.O.C. from the Vendor/seller promoter and has to sign and deliver to the vendor/seller/promoter, along with the tenants, the Rules & Regulation MOU/AGREEMENT about the use of said flat and the Purchaser/Tenant has to deposit a sum of Rs. with the seller /vendor/promoter to recover the damages / repair cost, incurred/caused, to the property due to negligence use of the said flat and common facilities & amenities of the said Project. It is mandatory on the part of Purchaser that he has to submit to the Seller/vendor/promoter all the details of the tenants i.e. copy of ID and address proofs, leave and licence agreement copy. The above said deposit amount will be refunded to purchaser/tenant after deducting the repair/damage cost of the property if any without any interest on the expiration of the leave and licence Agreement.

31. The fixture fittings and amenities to be provided by the Developer in the said Development/construction/building and the Flat are specifically described in schedule III.

32. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:

The VENDOR/PROMOTER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:

- i. The VENDOR/PROMOTER has clear and marketable title with respect to the said Plot; as declared in the Certificate of Title issued by Adv. Vishal Mhamal, dated _____ and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot/Property for the implementation of the Project;
- ii. The VENDOR/PROMOTER 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 litigations pending before any Court of law with respect to the said Plot/Property or said Project;

iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said building/complex/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 said Project, said Plot and said complex/complexes shall be obtained by following due process of law and the VENDOR/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Plot and said complex/complexes and common areas;

v. The VENDOR/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;

vi. The VENDOR/PROMOTER 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 said plot, including the said Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;

vii. The VENDOR/PROMOTER confirms that the VENDOR/PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of PURCHASER/ALLOTTEE/s the VENDOR/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/ALLOTTEE/s;

ix. The VENDOR/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

33. The Flat PURCHASER/ALLOTTEE/s or himself/herself/ themselves with intention to bring all person/s into whosoever hands the Flat/Apartment may come, hereby covenant with the Promoter as follows:

a. To maintain the Flat at his own cost in good tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b. The Flat Purchasers shall not let, sub-let, transfer, assign or part with Flat Purchasers interest or benefit factor of this Agreement or part with the possession of the Flat, until all the dues payable by the Flat Purchasers to the Developer under this Agreement are fully paid up and only if the Flat Purchasers had not been guilty

of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchasers has intimated in writing to the Developer.

c. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Flat Purchasers shall have no claim save and except in respect of the Flat along with the proportionate undivided right/share in the said plot hereby agreed to be sold to him and all unsold or un-allotted inventory, open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will continue to remain the property of the VENDORS/PROMOTER/, until that all unsold or un-allotted inventory are sold off/allotted and said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.

d. Not to store in the Flat 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 is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchasers in his behalf, the Flat Purchasers shall be liable for the consequences of the breach.

e. To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the promoter to the Flat Purchasers and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchasers committing any act in contravention of the above provision, the Flat Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

f. Not to demolish or cause to be demolished the Flat 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and 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 is situated and shall not chisel or in any other manner damage to columns, beams, wall, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission/N.O.C. of the VENDORS/PROMOTER/DEVELOPER and/or the Society or Association or the Limited Company or legal entity.

g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

i. Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Flat is situated.

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

k. To bear and pay increase in local taxes, water/electrical 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 by the Flat Purchasers viz. user for any purposes other than for residential purpose.

l. Till a conveyance of building in which Flat is situated is executed, the Flat Purchasers shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

m. The Flat Purchasers shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchasers shall use the garage or parking space only for purpose of keeping or parking the Purchasers own vehicle.

n. Unless it is otherwise agreed to by and between the parties hereto, the Developer shall, within four months of registration of the Society or limited Company, as aforesaid cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/Original Owner/ Developer/ Promoter and/or the owners in the aliquot part of the said land together with the buildings by obtaining/or executing the necessary conveyance/land or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance/assignment/transfer shall be in keeping with the terms and provisions of this Agreement.

o. Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchasers by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchasers nor shall the same in any manner prejudice the rights of the Promoter.

p. At the time of registration, the Flat Purchasers shall pay to the Developer the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or limited Company.

q. That the infrastructure tax shall be payable as per law applicable in state on per square meter of super built up area of the said flat, or any development/betterment charges or deposits or electricity charges, water connection charges, meter charges if demanded by or to be paid to the competent authority or panchayat or any other competent authorities, such charges shall be paid by all flat occupants of the said building in such a proportion as may be determined by the developer within seven days of demand, such proportionate share of the Purchasers of such deposits.

r. Any levy or tax of any nature including G.S.T, if levied on the project "**SERENIDADE CENICA**" or on the individual flat in "**SERENIDADE CENICA**" including the said flat, shall be borne by the Purchasers in such manner and proportion as may be decided by the Developer.

s. That the G.S.T applicable from time to time as directed by the government shall be paid by the flat holder with the installment payable to the Developer.

t. That in the event or on account of change in plans or for any other reasons, the build-up area of the said flat is increased; the Purchasers shall be liable to pay to

the Developer for extra area, at such rate as may be calculated by the Developer. Similarly if the build-up area of the said flat is decreased, the Developer shall be liable to refund to the Purchasers the amount corresponding to differential area at such rates as may be earlier purchased by the Purchasers.

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

v. That all notices to be served on the Flat Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchasers, by Registered Post AD / Under Certificate of posting at his/her address specified herein above.

w. AND THAT, the names and addresses of the Parties of this Agreement for Sale and Development are their postal addresses and therefore the same addresses shall be their addresses for the purpose of issue of any Notice under this Agreement for Sale.

x. It is agreed by and between the Parties that Purchasers shall right to inspect the construction work as and when required by the Purchasers without any written or oral permission from the Developer.

y. The Developer shall also furnish all the clarifications and answer all the queries that may be required and raised by the legal departments.

z. The schedules and plans annexed to this Agreement shall form part and parcel thereof and be construed accordingly.

aa. It is further agreed by and between the Parties that all the legal expenses towards the Agreement for Sale, Deed of Sale, Stamp Papers, Registration Fees, Advocate Fees and other incidental expenses shall be exclusively borne by the Purchasers .

bb. The Developer covenants to indemnify Purchaser against the losses, damages or claims that may arise on account of defect in title or claims of the third party.

cc. That the both the parties are agreed to this Agreement are entitle for the specific performance on the terms and conditions of the said agreement.

- dd. That the possession of the said flat is not handed over to the Purchaser/Allottee.
- ee. Time is the essence of this Agreement for Sale and Development.
- ff. After the VENDOR/PROMOTER executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/ALLOTTEE who has taken or agreed to take such Apartment.
- gg. Forwarding this Agreement to the PURCHASER/ALLOTTEE by the VENDOR/PROMOTER does not create a binding obligation on the part of the VENDOR/PROMOTER or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/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 PURCHASER/ ALLOTTEE and secondly, appears for registration of the same

before the concerned Sub Registrar as and when intimated by the VENDOR/PROMOTER. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the VENDOR/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR/PROMOTER, then the VENDOR/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, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever. Any outgoings such as taxes etc. if any incurred by the VENDOR/PROMOTER on account of the PURCHASER/ALLOTTEE shall be deducted from such refundable amount there under in respect of the Apartment shall equally be applicable to and enforceable against any subsequent PURCHASER/ALLOTTEE/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

- hh. This Agreement may only be amended through written consent of the Parties.
- ii. 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 Apartment shall equally be applicable to and enforceable against any subsequent PURCHASER/ALLOTTEE/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- jj. 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.
- kk. Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other PURCHASER/ALLOTTEE/s in the said Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/ALLOTTEE/s.
- ll. 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.

- mm. The execution of this Agreement shall be complete only upon its execution by the VENDOR/PROMOTER through its authorized signatory at the VENDOR/PROMOTER's Office, or at some other place, which may be mutually agreed between the VENDOR/PROMOTER and the PURCHASER/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/ALLOTTEE and the VENDOR/PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been duly executed.
- nn. The PURCHASER/ALLOTTEE and/or VENDOR/ PROMOTER shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the VENDOR/PROMOTER and PURCHASER/ALLOTTEE will attend such office and admit execution thereof.
- oo. That all notices to be served on the VENDOR/PROMOTER and the PURCHASER/ALLOTTEE as contemplated by this Agreement shall be deemed to have been duly served if sent to the the VENDOR/PROMOTER or the PURCHASER/ALLOTTEE by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

VENDOR/PROMOTER:

M/S C M LOBO CONSTRUCTION

OFFICE NO. 11 & 11A, 2ND FLOOR, BUILDMORE BUSINESS PARK,

XIMER, KHORLIM, MAPUSA, BARDEZ GOA 403 507.

Email: lobo2cm@yahoo.co.in

PURCHASER/ALLOTTEE: MR. _____

MRS. _____

H.NO. _____

Email : _____

It shall be the duty of the PURCHASER/ALLOTTEE and the VENDOR/PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the VENDOR/PROMOTER or the PURCHASER/ALLOTTEE, as the case may be.

pp. That in case there are Joint PURCHASER/ALLOTTEE/s all communications shall be sent by the VENDOR/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/ALLOTTEE/s.

qq. It is agreed and understood that the word “PURCHASER/ALLOTTEE” shall mean and include the purchaser of premises including plural of purchaser as well as feminine gender of purchaser and shall include their heirs, executors, administrators and assigns.

rr. THAT for the purposes of payment of Stamp duties, the Said Flat, fully described in the Schedule II hereunder, is valued at Rs. _____/- (Rupees _____ only),and therefore THIS AGREEMENT FOR SALE is written on stamp papers of the value of Rs. _____/- (Rupees _____ only) in full and final settlement of the stamp duties in respect of this transfer.

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

tt. **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 sole jurisdiction for this Agreement.

SCHEDULE- I

ALL THAT, exist an immovable property known as “**BOMBA or CORMOLBOMBA or KONDA**”, situated within the jurisdictional limits of Municipal City of Mapusa, sub district of Bardez, North District of Goa, Goa, Surveyed under P.T. Sheet no 27, Chalta no 5/3, (P.T. Sheet No.27 survey no 5 sub division 3 as survey plan), admeasuring an area of 938 square meters along with residential house/ building in dilapidated condition having Mapusa Municipal Council House no. 2/95/A1 (2/95/A) including Flat bearing no 95/A/2 (old)/ (2/95/A) and house no. 97/1A and the said property is not found registered in the Land Registration Office of Bardez at Mapusa however is found enrolled in Taluka Revenue Office under Matriz No.708 and the said property is bounded as follows:

On the East : By property surveyed under P.T. Sheet no 27 survey no 5/6, 5/4 and 5/1.

On the West : By Public road.

On the North : By property surveyed under P.T. Sheet no 27 surveyed under no 5/1.

On the South : By property surveyed under P.T. Sheet no 27 surveyed under survey no 5/5 and 6/1.

SCHEDULE-II

Description of Flat bearing No._____.

ALL THAT, Flat bearing No. _____,admeasuring an area of _____ square meters (Carpet area of _____ square meters) and exclusive Balcony area of _____square meteres on _____ Floor of the building/project known as “ SERENIDADE CENICA” and with/without covered parking (optional) space bearing no. _____ together with undivided right, title and interest in and to the said complex/building and the corresponding undivided right, title, share, interest in and to the said property more specifically described in the schedule I herein above together with the proportionate right to the access, staircase, terrace, superstructure, common passage, swimming pool, garden of the said building and also common amenities together with all sewers, trees, drains, water-courses, rights, liberties, privileges, easement and advantages appurtenant thereto or belonging to the same or reputed to be belongings to the same, marked in red colour on the plan annexed hereto, which is a distinct and un-divided part of the property described in the schedule I herein above.

SCHEDULE- III

SPECIFICATIONS OF STRUCTURE.

(Proposed specification of super-build up area)

THE STRUCTURE

- R.C.C framed structure of columns, beams and slabs. The internal partition wall will be 4" brick/concrete block masonry and the external walls be 9" bricks/ concrete block masonry. The terrace slab will have water proofing treatment through a recognized water proofing covered with Mangalore tiles on cement batten. All plinth work will be in laterite rubble stone /concrete block masonry.
- Description of construction and R.C.C. work.
- Soiling with hard laterite rubble with 20 cm thick.
- Providing and laying P.C.C-1.3.6 with metal under floor.
- M-20 concrete for isolated footing.
- M-20 concrete for column upto ground floor.
- M-20 concrete for plinth beams.
- M-20 concrete for stair case.
- M-20 concrete for lintels.
- M-20 concrete for pardis chajies.
- M-20 concrete for Flat slabs and beams (1-11/2 -3).
- Laterite stone masonry in super structure in .m 1:5.
- Half bricks masonry 10 cms. thick in cm, 1:4.
- Internal plastering with m. 1:5 for ceiling and walls.
- Providing water proofing treatment to roofs and terraces with brickbat or laterite cobo stone as per conventional method and screed coat with water proofing compound.
- Anti termite treatment foundation and plinths.
- Steel will be given by R.C. C. Consultant of TMT steel /equivalent quality steel and cement will be of Ultratech / JK / ACC or equivalent Quality available in the local Market.

PLASTER

External plaster will be double coat sand faced cement plaster. The internal plaster will be single coat cement Plaster.

FLOORING

The flooring & skirting will be of vitrified tiles of standard quality.

KITCHEN

The kitchen will have a cooking platform with granite stone top with stainless steel sink with wall Dado.

INTERNAL DÉCOR

The walls and ceiling will be painted with emulsion paint.

EXTERNAL DECOR.

External walls and ceiling be painted with primer and weather shield paint.

DOORS AND WINDOWS.

The main door frame and door will be of teak wood and internal door frames Teak wood/Acacia/Sal wood. Window frames and shutters will be of UPVC.

The doors will have steel hinges and aluminum fittings to the main door will be Teakwood with Polished/painted.

WATER TANKS

An underground sump with an electric pump and PVC overhead tank will be provided.

PLUMBING AND SANITARY

- Soil, waste and water pipes will be partially concealed with European W. C. with flushing system. The sanitary installation will be in accordance with municipal specification.
- In each bathroom provided with one bath room overhead shower and one W.C with health Faucet, one wash basin and plumbing fitting of Jaguar brand or equivalent quality.

ELECTRICAL INSTALLATION

- The electrical wiring will be concealed with Polycab/Anchor/finolex or equivalent quality. All switches will be of Roma/Anchor/modular switches or equivalent quality with three phase electricity.

ROOF

Roof should be covered with kadka stone with water proofing cement and top will be Mangalore roof tiles.

EXTRA WORK

Extra work will be executed by the developer only after the amount corresponding to the cost of extra work is agreed to the Purchasers and amount paid to the developer.

SCHEDULE-IV

**CONSIDERATION/PRICE PAYABLE AT DIFFERENT STAGES OF
CONSTRUCTION WORK
(IN PERCENTAGE OF TOTAL CONSIDERATION)**

sr. no	STAGES OF PAYMENT	Percentage
1	On Booking	5
2	Signing of Agreement/ on commencement of Plint	25
3	on commencement of 1st slab	10
4	on commencement of 2nd slab	10
5	on commencement of 3rd slab	10
6	on commencement of 4th slab	10
7	on commencement of 5th slab	10
8	on commencement of Masonry	4
9	on commencement of Plastering	4
10	on commencement of Tiling work	5
11	on commencement of Electrical & Plumbing work	5
12	On execution of deed of sale/possession whichever earlier	2

IN WITNESS WHEREOF, all the parties herein have made and signed this Agreement for Sale at Mapusa, Goa, on the day, month and year hereinabove mentioned.

**SIGNED, SEALED, AND DELIVERED BY THE PARTY OF THE
FIRST PART/ VENDORS/SELLERS:**

1) Mr. Casmiro Charles Mario Lobo
VENDOR NO. 1

(L. H. T.I)

(R. H. T. I)

2) Mrs. Valerie Nancy keneth Lobo
VENDOR NO. 2

(L. H. T.I)

(R. H. T. I)

**SIGNED, SEALED, AND DELIVERED BY THE PARTY OF THE
SECOND PART/ PURCHASERS/ALLOTTEE:**

Purchaser no. 1,

(L. H. T.I)

(R. H. T. I)

**SIGNED, SEALED, AND DELIVERED BY THE PARTIES OF THE
THIRD PART/ DEVELOPER**

M/S C M LOBO A Proprietary Firm represented
by its sole proprietor Mr. Casmiro Charles Mario Lobo
DEVELOPER

(L. H. T.I)

(R. H. T. I)

IN THE PRESENCE OF WITNESSES

1. MR. _____

2. MR. _____

