AGREEMENT FOR CONSTRUCTION AND SALE

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this _____ day of month of _____, of the year Two Thousands One Hundred and Eighteen (___/___/2018) **BY** and **BETWEEN**:

URBAN ALCHEMY, a Partnership Firm duly registered under the Indian Partnership Act, 1932, having its office at Anant Enclave, Flat no. S-1, Second Floor, Apollo Hospital Road, Malbhat, Margao-Goa, holding PAN No. AADFU8691A, represented herein by its Partners:

(1) **DR. JAGANNATH MANMOHAN PRABHUDESSAI**, son of Dr. Manmohan Prabhudessai, aged 56 years, married, Businessman, holding Income Tax Card bearing PAN AFRPP2853A, and

(2) **Mr. ANKIT J. PRABHUDESSAI**, son of Dr. Jagannath M. Prabhudessai, aged 29 years, married, Businessman, holding Income Tax Card bearing PAN AYOPP1297Q, both Indian Nationals, and both residing at "SHREE", Padmanarayan Estate, P. O. Fatorda, Gogol, Margao Goa

Both partners Indian Nationals, hereinafter referred to as the "**PROMOTERS/LAND OWNERS CUM DEVELOPERS**", (which expression unless repugnant to the context and meaning thereof shall mean and include its representative, successors-in-interest, executors, administrators and assigns) of the **FIRST PART**.

AND

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

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

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

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

(a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.

(b) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.

(c) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

(e) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS at Village Benaulim of Salcete Taluka, there existed a landed property known as "DONGORIM" or "DONGUEM" or "TEUNGUEM" or "MAINA DE OITEIRO", better described in the SCHEDULE A hereunder written and is hereinafter referred to as "SAID BIGGER PROPERTY".

AND WHEREAS the SAID BIGGER PROPERTY originally belonged to The 'Fabrica' of the Church of Saint John Baptista of Benaulim Parish, who sub-divided the SAID BIGGER PROPERTY into several sub-plots.

AND WHEREAS vide Deed of Sale dated 13/05/1974, duly registered in the Office of Sub-Registrar of Salcete under No. 517 at pages 15 to 21 of Book I, Volume no. 128 read with Deed of Rectification dated 11/01/1982, duly registered in the Office of Sub-Registrar of Salcete under No. 408 at pages 83 to 87 of Book I, Volume no. 268 dated 26/03/1983, said 'Fabrica' of the Church of Saint John Baptista of Benaulim Parish sold plots of land identified as Plot A to Plot G and Plot No. 24 totally admeasuring 4986.00 Sq. meters unto Mr. Gokuldas Kashinath Jadhav.

These plots of land identified as PLOT A to PLOT G and PLOT No. 24 admeasuring 4986.00 Sq. meters is better described in the SCHEDULE B hereunder written and is hereinafter referred to as "SAID PROPERTY"

AND WHEREAS said Mr. Gokuldas Kashinath Jadhav, converted the Said Property to non-agricultural use by obtaining Conversion Sanad dated 26/06/1985 under Ref. No. LRC/CONV/77/84-85;

AND WHEREAS said Mr. Gokuldas Kashinath Jadhav partitioned the various plots purchased by him from the Said Bigger Property while the Plot F admeasuring 512.00 Sq. meters came to be partitioned from the SAID BIGGER PROPERTY in pursuance to the Order dated 18/06/2010 passed by Dy. Collector, South-Goa, Margao in Partition Case No. LRC/PART/521/2009/II/2892 and the Plot F came to be separately recorded in his name under Survey No. 75/4-C of Benaulim Village with name "DONGARY".

This Plot of land known as "DONGARY" surveyed under Survey No. 75/4-C of Benaulim Village as admeasuring 512.00 Sq. meters is hereinafter referred to as "SAID PLOT", is better described in the SCHEDULE C hereunder written.

AND WHEREAS vide Deed of Sale dated 29/11/2011, duly registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-06287-2011, CD No. MGOD56 dated

29/11/2011, said Mr. Gokuldas Kashinath Jadhav and his wife Mrs. Gauri Gokuldas Jadhav sold and transferred the SAID PLOT unto Mr. Rohan D. Nadkarni.

AND WHEREAS vide Deed of Sale dated 04/04/2016, duly registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-01631-2016, CD No. MGOD91 dated 04/04/2016, said Mr. Rohan D. Nadkarni along with his wife Mrs. Sneha Rohan Nadkarni sold and transferred the SAID PLOT unto Mr. Manoj Joshi.

AND WHEREAS vide Deed of Sale dated 25/11/2017, duly registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-05497-2017, CD No. MGOD118 registered on 30/11/2017, said Mr. Manoj Joshi and his wife Manasi Joshi sold and transferred the SAID PLOT unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS herein.

AND WHEREAS the PROMOTERS/LAND OWNERS CUM DEVELOPERS intended to develop the SAID PLOT, by constructing three Row Villas and compound wall under the proposed project name "**URBAN ALCHEMY COURTYARD**" and in pursuance thereto obtain following permissions and approvals in respect of the said development:

(i) Construction License No. VPCB/04/2018-19 dated 18/04/2018 from Office of Village Panchayat of Cana-Benaulim, Salcete-Goa;

(ii) Technical Clearance Order dated 23/03/2018 under Ref. No. TPM/25438/Ben/75/4-C/18 issued by Town and Country Planning Department, Margao, Goa;

(iii) NOC dated 16/04/2018 under Ref. No. PHCC/Caus/NOC/2018-19/73 from Primary Health Centre, Cansaulim.

The proposed project named "**URBAN ALCHEMY COURTYARD**" is hereinafter referred to as "SAID PROJECT".

AND WHEREAS the promoter has appointed an Architect Mr. Ankit Prabhudessai having COA No. CA/2011/53919 and TCP No. AR/0026/2012 has issued an certificate of proposed project details and percentage of work completed of a SAID COMPLEX in the Said Property.

AND WHEREAS the Sub Registrar of Margao- Goa has issued a Nil Encumbrance Certificate for Said Property under Certificate No. 2184 of 2018 dated 23/08/2018.

AND WHEREAS the PROMOTERS/LAND OWNERS CUM DEVELOPERS have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS/LAND OWNERS CUM DEVELOPERS accepts the professional supervision of the Architect and the structural Engineer till the completion of the Said Project.

AND WHEREAS by virtue of the above title deeds, the PROMOTERS/LAND OWNERS CUM DEVELOPERS have, sole and exclusive right to sell the Row Villas in the Said Project to be constructed by the PROMOTERS/LAND OWNERS CUM DEVELOPERS on the SAID PLOT and to enter into Agreement/s with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the said Row Villas to receive the sale consideration in respect thereof.

AND WHEREAS the PROMOTERS/LAND OWNERS CUM DEVELOPERS have opened the plans for sale on ownership basis, the said villas in the proposed complex named as "**URBAN ALCHEMY COURTYARD**" to be constructed in the SAID PLOT.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Gaurish M. Kudchadkar Add: Kamat Commercial, 2nd floor, Opp. Hari Mandir, Pajifond, Margao, Goa showing the nature of the title of the promoter/land owners to the

Said Plot on which the Row Villas are to be constructed have been furnished to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S acknowledges the receipt of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have also been furnished to PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and have been annexed and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S acknowledges the receipt of the same.

AND WHEREAS the authenticated copies of the plans and specifications of the Row Villa agreed to be purchased by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the promoter has got approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and shall obtain the required approvals, if any from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said project.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS/LAND OWNERS CUM DEVELOPERS while developing 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.

AND WHEREAS PROMOTERS/LAND OWNERS CUM DEVELOPERS have apprised the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that as the entrance to each of the said three Row Villas is independent, different and from distinctive directions, for the convenience of the occupiers of all three villas, the PROMOTERS/LAND OWNERS CUM DEVELOPERS, wish to give exclusive right of usage of definite portions of the SAID PLOT to each of the villa owner, though the title to

undivided share in the SAID PLOT shall vest with all three owners and in pursuance thereto the PROMOTERS/LAND OWNERS CUM DEVELOPERS furnished unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the plan showing the distinctive portions of which each villa owner will get exclusive right to enjoy, which plan is annexed hereto.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after being satisfied with clean, clear, marketable and subsisting title of the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the Said Plot and their development rights, after having perused the approved plan, permission and licences and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the Purchaser of his/her/their own will as also commending and consenting the proposal of the PROMOTERS/LAND OWNERS CUM DEVELOPERS of exclusive usage of distinctive portion of the SAID PLOT for the convenience of the owners of the said three villas, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have expressed unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS his/her/their willingness to acquire a premises in the Said Project and has requested unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS to construct and allot unto him/her/them the Row Villa No. _____ of the Said Project.

AND WHEREAS the carpet area of the Said Row Villa is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said villa for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the said villa for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, but includes the area covered by the internal partition walls of the villas.

The Said Row Villa No. _____ is better described in the SCHEDULE D hereunder written and is hereinafter referred to as “SAID PREMISES”.

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

AND WHEREAS prior to the execution of these presents the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have paid to the PROMOTERS/LAND OWNERS CUM DEVELOPERS a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the SAID PREMISES agreed to be sold by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have agreed to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the PROMOTERS/LAND OWNERS CUM DEVELOPERS has registered the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under Project registration No. PRG_____;

AND WHEREAS, under section 13 of the said Act the PROMOTERS/LAND OWNERS CUM DEVELOPERS are required to execute a written Agreement for sale of said Apartment with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby agrees to sell and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agrees to purchase the Said Premises.

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

1. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall construct the SAID PREMISES in accordance with the plans as approved or as shall be revised by the concerned local authority from time to time. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall obtain prior consent in writing of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in respect of variations or modifications which may adversely affect the SAID PREMISES of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum 5% of carpet area) agreed to be sold to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No approval of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained for variation (increase or decrease) upto 5% of the carpet area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

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

The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be as specified in **SCHEDULE E** hereunder.

1.b. The total aggregate consideration amount for the SAID PREMISES is thus Rs. _____/-, excluding other charges mentioned later in this agreement.

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____

Only) as advance and hereby agrees to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS the balance amount of purchase (Rupees _____Only), in the manner detailed out in **SCHEDULE E** herein later written.

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

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

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

(a) escalations/increases due to increase on account of development charges 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 PROMOTERS/LAND OWNERS CUM DEVELOPERS undertakes and agrees that while raising a demand on the ALLOTTE/S/PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall enclose the said notification/order/rule/regulation published/issued on that behalf to that effect along with the demand letter being issued to the ALLOTTE/S/PURCHASER/S, which shall only be applicable on subsequent payments.

b) Escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the SAID PREMISES or in case

the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

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

1.f. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall confirm the final carpet area that has been allotted to the ALLOTTE/S/PURCHASER/S after the construction of the Villa is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS/LAND OWNERS CUM DEVELOPERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS/LAND OWNERS CUM DEVELOPERS shall refund the excess money paid by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S within forty-five days of written demand by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. If there is any increase in the carpet area or if the Carpet Area of the Said Premises remains the same but the Super Built up area increases due to increase in terraces or balcony areas, then allotted to ALLOTTE/S/PURCHASER/S, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall demand the deficit money from the ALLOTTE/S/PURCHASER/S by written notice and the same shall be paid within the time mentioned in the said notice.

1.h. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S authorizes the PROMOTERS/LAND OWNERS CUM DEVELOPERS to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the PROMOTERS/LAND OWNERS CUM DEVELOPERS may in its sole discretion deem fit and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertake/s not to object/demand/direct the PROMOTERS/LAND OWNERS CUM DEVELOPERS to adjust payments in any manner.

2.1 The PROMOTERS/LAND OWNERS CUM DEVELOPERS 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 authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said Premises.

2.2. Time is of essence for the PROMOTERS/LAND OWNERS CUM DEVELOPERS as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTERS/LAND OWNERS CUM DEVELOPERS, subject to clause 8 contained hereinlater, shall abide by the time schedule for completing the project and handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement.

3. The PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is _____.00 square meters only and PROMOTERS/LAND OWNERS CUM DEVELOPERS have planned to utilize FAR of _____ Sq. meters. The PROMOTERS/LAND OWNERS CUM DEVELOPERS have disclosed the FAR of

_____ as proposed to be utilized by it on the Said Plot in the Said Project and PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises to be carried out by the PROMOTERS/LAND OWNERS CUM DEVELOPERS by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS/LAND OWNERS CUM DEVELOPERS only. Further, unused FAR or if the FAR of the Said Plot increases in future, the same shall be for the benefit of the PROMOTERS/LAND OWNERS CUM DEVELOPERS and the ALLOTTE/S/PURCHASER/S shall have no right thereto.

4. As the unused FAR and or future increased FAR shall belong to the PROMOTERS/LAND OWNERS CUM DEVELOPERS exclusively, the PROMOTERS/LAND OWNERS CUM DEVELOPERS can have such unused or future FAR, transferred or credited to any of it's other project in the State of Goa and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be ever required to be obtained. However, if called upon by the PROMOTERS/LAND OWNERS CUM DEVELOPERS and or any law requires obtaining of previous permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertake to communicate necessary no objection for utilisation of or transfer of unused or future FAR by the PROMOTERS/LAND OWNERS CUM DEVELOPERS, without any demand for money.

5. As the Said Project comprises of three premises only, the Co-operative Housing Society cannot be formed and thus purchasers of all the three villas shall mutually make necessary contribution to the maintenance of the common partition walls and common compound walls.

6.1. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agrees to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS interest at 10% per cent per annum for delayed payments on all the amounts which become due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS under the terms of this Agreement

from the date the said amount is payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

6.2. Without prejudice to right of PROMOTERS/LAND OWNERS CUM DEVELOPERS to charge the interest in terms of sub clause (1) above, on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing default in payment on due date of any amount due and payable by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be entitled at its own option, to terminate this Agreement.

6.3. **Provided** that, PROMOTERS/LAND OWNERS CUM DEVELOPERS shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at an email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTERS/LAND OWNERS CUM DEVELOPERS within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTERS/LAND OWNERS CUM DEVELOPERS may in its absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE

PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

6.4. **Provided further** that upon termination of this Agreement as aforesaid, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTERS/LAND OWNERS CUM DEVELOPERS) within a period of six months of the termination, the instalments of sale price of the Said Premises which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS but the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay to the ALLOTTE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 50% of the sale premises till then paid by the ALLOTTE/S/PURCHASER/S. Further, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking or proportionate share in the land.

6.5. Provided further, that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the Said Premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential amount to the PROMOTERS/LAND OWNERS CUM DEVELOPERS within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall make best endeavour to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S by ___/___/20__. If the PROMOTERS/LAND OWNERS CUM DEVELOPERS fail or neglect to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the Said Premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTERS/LAND OWNERS CUM DEVELOPERS received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

8. **Provided** that the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not exercise the option provided in preceding clause 7, if the completion of Said Project in which the Said Premises is to be situated is delayed on account of -

1. War, Civil Commotion or Act of God.
2. Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the PROMOTERS/LAND OWNERS CUM DEVELOPERS from carrying out the work of Development and construction over the SAID PROJECT.
3. Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTERS/LAND OWNERS CUM DEVELOPERS over the Said Project.

4. Force-majeure causes or other reasons beyond the control of the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

5. any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.

6. any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises s or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time.

7. Any additional work in the Said Premises undertaken by the PROMOTERS/LAND OWNERS CUM DEVELOPERS at the instance of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

8. Any delay or default by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTERS/LAND OWNERS CUM DEVELOPERS under this Agreement).

8.1. The ALLOTTE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession.

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall have sufficient time to complete the Said Project.

9.1. **Procedure for taking possession** - The PROMOTERS/LAND OWNERS CUM DEVELOPERS, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall give possession

of the Said Premises to the ALLOTTE/S/PURCHASER/S, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is not guilty of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

The PROMOTERS/LAND OWNERS CUM DEVELOPERS on its behalf shall offer the possession to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in writing within 15 days of receiving the occupancy certificate of the Project. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

9.2. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to take possession within the time upon receiving a written intimation from the PROMOTERS/LAND OWNERS CUM DEVELOPERS as per clause 9.1 (including in case of refusal of service or deemed service), such PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall continue to be liable to pay all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the Said Premises.

9.3. Unless the defect is attributable to the acts of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other allottee/s in their respective premises, if within a period of FIVE year/s from the date of handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S brings to the notice of the PROMOTERS/LAND OWNERS CUM DEVELOPERS any structural defect in the Said Premises {Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls pilling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of

the floor or walls by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be considered as defect/s}, then, wherever possible such defects shall be rectified by the PROMOTERS/LAND OWNERS CUM DEVELOPERS at its own cost and in case it is not possible to rectify such defects, then the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to receive from the PROMOTERS/LAND OWNERS CUM DEVELOPERS compensation for such defect or change.

10. The compensation payable under clause 9.3 above, shall be 1% of the sale price of the Said Premises as on date or the actual cost of repairs, whichever is less.

11. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Plot (with the exclusion of any unused or future FAR of the Said Plot, which shall always be the property of the PROMOTERS/LAND OWNERS CUM DEVELOPERS) by executing Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

12. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion of the said project, preferably simultaneously with delivery of possession or at such later date as may be mutually agreed. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTERS/LAND OWNERS CUM DEVELOPERS as administrative charges for third party transfer. Administrative Charges payable to the PROMOTERS/LAND OWNERS CUM DEVELOPERS in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Within 15 days after notice in writing is given by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said Premises is ready for use and occupation or at the time of taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay outgoings in respect of the Said Premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, cost of electricity transformer, if any installed and its installation, sewage line and all other expenses necessary and incidental to the SAID PREMISES, irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Notwithstanding what has been agreed herein, the PROMOTERS/LAND OWNERS CUM DEVELOPERS are not under any obligation to maintain the said project once completion certificate received.

14. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTERS/LAND OWNERS CUM DEVELOPERS whichever is earlier, pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS, the following amounts :-

(i) Rs. _____/- towards legal fees for drafting of Sale Deed;

(ii) Rs. _____/- for deposit towards infrastructure tax, water and electricity connection;

(iii) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;

(vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby represents and warrants to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as follows:

i. The PROMOTERS/LAND OWNERS CUM DEVELOPERS as on date has Clear and marketable title with respect to the Said Plot; as declared in the title report and the PROMOTERS/LAND OWNERS CUM DEVELOPERS has the requisite rights to carry out development upon the Said Plot and also has actual, physical and legal possession of the Said Plot for the implementation of the Project;

ii. The PROMOTERS/LAND OWNERS CUM DEVELOPERS as on date 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 known encumbrances upon the Said Plot or the Said Project;

iv. There are no known litigations pending before any Court of law with respect to the Said Plot or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said property and said premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, Said Plot and said premises have been/shall be obtained by following due process of law and the PROMOTERS/LAND OWNERS CUM DEVELOPERS have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Plot, said premises;

vi. The PROMOTERS/LAND OWNERS CUM DEVELOPERS have 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S created herein, may prejudicially be affected;

vii. The PROMOTERS/LAND OWNERS CUM DEVELOPERS have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the Said Premises which will, in any manner, affect the rights of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE

PURCHASER/S under this Agreement but the PROMOTERS/LAND OWNERS CUM DEVELOPERS is free to enter into any contract with third party to develop the Said Plot or any part thereof and no permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required;

viii. The PROMOTERS/LAND OWNERS CUM DEVELOPERS confirms that the PROMOTERS/LAND OWNERS CUM DEVELOPERS as on date is not restricted in any manner whatsoever from selling the said premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in the manner contemplated in this Agreement;

ix. The PROMOTERS/LAND OWNERS CUM DEVELOPERS has/have duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S undertakes to reimburse the PROMOTERS/LAND OWNERS CUM DEVELOPERS towards such amount so paid, proportionate to the super built up area of the Said Premises;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received or served upon the PROMOTERS/LAND OWNERS CUM DEVELOPERS in respect of the Said Plot and/or the Project as on date.

16. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for himself/herself/themselves with intention to bring all persons into whosoever is hands the Said Premises may come, hereby covenants with the PROMOTERS/LAND OWNERS CUM DEVELOPERS as follows :-

i. To maintain the Said Premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything to the Said Premises which may be

against the rules, regulations or bye-laws or change/alter or make addition in or to the Said Premises or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature except domestic LPG or storing of which goods is objected to by the concerned local or other authority, for any breach PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences.

iii. To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in

the Said premises without the prior written permission of the local authority and where any such changes or repairs is in respect of the common partition wall of the Said Premises shared with owner of the neighbouring villa, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall take all reasonable care and precaution to see that no damage or inconvenience is caused to the neighbouring villa and or the occupiers and where such repairs or changes relates to common partition wall, permission of the villa owner sharing the common wall shall be obtained.

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

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

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

consent of the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be invalid.

viii. The ALLOTTE/S/PURCHASER/S along with other ALLOTTE/S/PURCHASER/S of Said premises in the said project shall join in making contribution where any repair has to be done to the common partition wall/s of the said premises or common compound wall.

ix. Though for the sake of convenience the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled to use definitive portion of the SAID PLOT as marked in the annexed plan, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their distinctive portion from the SAID PLOT.

x. Though the title of such distinctive portion shall remain in common with the owners of all the said three villas, yet no owner of any of the said three villas shall have any pre-emptive right or any other right to the other villas or the share in the land or undivided share in the Said Plot and each of the Villa owner shall be entitled to execute any transaction of transfer or mortgage in respect of their respective villa along with undivided share in the said plot owned by them with any person of their choice, without consent of the other villa owners.

xi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTERS/LAND OWNERS CUM DEVELOPERS constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTERS/LAND OWNERS CUM DEVELOPERS or local authority

xii. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.

17. Any diligence shown by the PROMOTERS/LAND OWNERS CUM DEVELOPERS in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

18. The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROMOTERS/LAND OWNERS CUM DEVELOPERS. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROMOTERS/LAND OWNERS CUM DEVELOPERS regarding the stage of completion.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him/her/them. The distinctive portions allotted to each villa owner and as shown in the annexed plan shall remain in possession of such villa owner to whom it is allotted and no villa owner shall create any hindrance in use and enjoyment of the same.

20. The name of the said project shall be "**URBAN ALCHEMY COURTYARD"** at all times which the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said project.

21. In case any of the cheques issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason/s, the provisions of clause 6 shall apply immediately upon dishonor, except that the notice period in such a case shall be 15 days instead of 30 days as otherwise provided in clause 6 above. In addition thereto, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay an amount equivalent to the value of the dishonoured cheque as and by way of compensation for dishonour.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S / SUBSEQUENT PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the Said premises, in case of a transfer, as the said obligations go along with the Said premises for all intents and purposes.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. FURTHER ASSURANCES

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

28. The PROMOTERS/LAND OWNERS CUM DEVELOPERS and/or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTERS/LAND OWNERS CUM DEVELOPERS will attend such office and admit execution thereof.

29. That all notices to be served on the PROMOTERS/LAND OWNERS CUM DEVELOPERS and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the PROMOTERS/LAND OWNERS CUM DEVELOPERS by Registered Post A.D or notified

Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

Name of Allottee
(Allottee's Address)
Notified Email ID: .....
M/s Promoter name
(Promoter Address)
Notified Email ID: .....

SCHEDULE A

(OF THE SAID BIGGER PROPERTY)

ALL THAT LANDED PROPERTY known as "DONGORIM" or "DONGUEM" or "TEUNGUEM" or "MAINA DE OITEIRO", situated at Benaulim, within the limits of Village Panchayat of Cana-Benaulim, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, described as a whole in the Land Registration Office of Salcete under No. 517 and enrolled in the Taluka Revenue Office of Salcete Taluka (Matriz Predial) under Nos. 89, 91, 104 to 107, 121 to 129 and bounded as under:

East : by paddy field of the Communidade of Benaulim, by the property of the heirs of Antonio Modestino da Silva and Others, by coconut grove of the heirs of Jeronimo Fransisco Cassiano BArreto and those of Marcelino Cardoso;

West : by the properties of Jose Inacio Da Costa and others;

North : by the properties of heirs of Jeronimo Francisco Cassiano Barreto & Others;

South : by property of the heirs of Romualdo de Almeida, Paddy field of Communidade and Bunds of the 'Santissimo'.

SCHEDULE B

(OF THE SAID PROPERTY)

ALL THAT plots of land identified as Plot A, Plot B, Plot C, Plot D, Plot E, Plot F, Plot G and Plot No. 24 together admeasuring 4986.00 Sq. meters forming part of the SAID BIGGER PROPERTY described in SCHEDULE A herein above written and is bounded as under:

East : by Plot Nos. 18, 19 and 20 of the Said Bigger Property;

West : by open space and reserved access way to the Chapel of ST. Francis Xavier and St. Anthony located on the top of the hill;

North : by Open Space adjoining to Plot No. 21; and

South : by said access-way to the Chapel.

SCHEDULE C

(OF THE SAID PLOT)

ALL that Plot of land identified as Plot F admeasuring an area of 512.00 sq. mts. erstwhile forming part of the SAID PROPERTY described in SCHEDULE B hereinabove written and now forming an independent and separate unit in itself surveyed under Survey No. 75/4-C of Benaulim Village and recorded with the name “DONGARY” and is bounded as under:

East : by internal road of 8.00 meters width;

West : by Open space;

North : by Plot E of the Said Property;

South : by Plot G of the Said Property.

SCHEDULE D

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT Row Villa No. ____, admeasuring _____ Sq. metres of carpet area, located in the Building complex known as "**URBAN ALCHEMY COURTYARD"** under construction in the SAID PLOT described in Schedule C above and is bounded as under:

East : by

West : by

North : by

South : by

SCHEDULE E

(AREA STATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;

Built-up area : _____ Sq. meters;

Carpet Area : _____ Sq. meters.

SCHEDULE F

(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTERS/LAND OWNERS CUM DEVELOPERS as per the Schedule given below:

SCHEDULE - E				
URBAN ALCHEMY COURTYARD				
VILLA				
Sr. No.	Total Cost Of Villa	Particulars	Installment	Amount
1		On Signing Of Agreement Of Booking	20%	0
2		On Or Before Completion of Plinth work	10%	0
3		On Or Before Completion of ground floor column work	10%	0
4		On Or Before Completion of 1st Floor Slab	10%	0
5		On Or Before Completion of 1st Floor column work	10%	0
6		On commencement of Roof Slab	10%	0
7		On commencement of Masonry of the unit	10%	0
8		On commencement of Internal plastering of the unit	10%	0
9		On Commencement of Internal flooring of the unit	5%	0
10		On Virtual Completion	5%	0

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

SCHEDULE G

(PROJECT SPECIFICATION)

1. INFRASTUCTURE:

Access Road	: The complex is accessible by 8.0 m wide tarred road.
Water supply	: Each villa will be equipped with private sump and loft tank and a water pump.
Electricity	: Individual electricity metres for each villa.
Telephone / Internet	: Provision for telephone & broadband internet in each villa.

1. STRUCTURE:

Foundation, Slabs & Roof	: RCC structure as per approved design of competent authority.
Interior Walls & Exterior Walls	: Fly-ash brick wall for internal walls and concrete blocks or laterite for external walls.

2. FLOORING:

Common Areas	: Polished natural stone or Vitrified tiles.
Steps	: Polished natural stone or Vitrified tiles for tread and riser
Living area	: Polished natural stone or vitrified tiles
Other areas	: Polished natural stone or vitrified tiles

3. WALL FINISH:

Exterior Finishes	: Double coat sand faced cement plaster with a mixture of whether shield paint.
Interior Finishes	: Cement Plaster finished with Plastic emulsion paint of reputed company.

4. DOORS & WINDOWS:

Main Door	: Teak Wood frame with teak wood panelled door
Bedroom Door	: Matti/Sal Wood or equivalent wood frame with flushed door.
Toilet Door	:Stone or Cement frame with flush door and Waterproof Laminate
Windows	: Wood casement window or Powder coated Sliding Aluminium window.

5. KITCHEN:

Counter and Dado	: Granite platform with stainless steel sink and dado tiles up to a height of 60cms above kitchen counter.

6. ELECTRICALS:

Connection	: 3 Phase connection for each Apartment
Wiring / Cabling	: Reputed Brand concealed PVC insulated copper wiring and cabling.
Electrical fitting	: Reputed brand modular switches, MCB, Distribution Board with provision for Inverter.

7. BATHROOM:

Wall & Flooring	: Ceramic tiles for walls and flooring.

8. PLUMBING:

Piping	: Concealed CPVC pipes for internal use and PVC piping for external use.
Plumbing fittings	: Plumbing fittings of reputed brand
Sanitary ware	: Wall – Hung white colour WC and wall hung white colour ceramic washbasin of reputed brand.

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

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED DEVELOPERS:

URBAN ALCHEMY,

Represented by its Partners

1) Dr. JAGANNATH MANMOHAN PRABHUDESSAI

The member no. 1 of the FIRST PART

in the presence of…..

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Dr. JAGANNATH MANMOHAN PRABHUDESSAI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Dr. JAGANNATH MANMOHAN PRABHUDESSAI**

2) Mr. ANKIT JAGANNATH PRABHUDESSAI

The member no. 2 of the FIRST PART

in the presence of…..

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr. ANKIT JAGANNATH PRABHUDESSAI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mr. ANKIT JAGANNATH PRABHUDESSAI**

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED PROSPECTIVE PURCHASER/S /ALLOTEE:

1) _____

The party of the SECOND PART

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF _____

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF _____

Witness:

1)_____

2)_____