

Agreement

This Agreement made at.....this.....day of..... in the year Two Thousand and between _____ having address athereinafter referred to hereinafter referred to as "the Original Owner"/Vendors) of the One Part and (.....) having address at Developers/Builder , hereinafter referred to as "the Promoter of the Second Part and having address at, the allottees, hereinafter referred to as " the Allottee" of the Third Part.

WHEREAS there exist a Property known as **"Tolleachem Batta"**, bearing Survey No. 224/1, situated at Donvaddo of Village Salvador do Mundo, Taluka Bardez, within the jurisdictional limits of village Panchayat of Salvador do Mundo, Sub-District of Bardez, North District of State of Goa, admeasuring an area of 1250 Sq. Mts., which is the 4th plot out of four plots forming part and parcel of the bigger **"Tolleachem Batta"** described in the Land Registration Office of Ilhas, under No. 15873 of the Book B 42 and enrolled in the Taluka Revenue Office of Bardez under No13 of Second circumscription, which property shall hereinafter be referred to as the **"SAID PROPERTY-I"** for brevity sake, better described in Schedule- I, written hereunder.

WHEREAS there exist a Property known as **"Tolleachem Batta"**, bearing Survey No. 224/2, situated at Donvaddo of Village Salvador do Mundo, Taluka Bardez, within the jurisdictional limits of village Panchayat of Salvador do Mundo, Sub-District of Bardez, North District of State of Goa, admeasuring an area of 2275 Sq. Mts., which is the First plot out of five plots forming part and parcel of the bigger property **"Tolleachem Batta"** described in the Land Registration Office of Ilhas, under No. 20729 at folio 117 of the Book B 55 new and enrolled in the Taluka Revenue Office of Bardez under No 5 of Second circumscription of village Salvador-do-Mundo, which property shall hereinafter be referred to as the **"SAID PROPERTY-II"** for brevity sake, better described in Schedule- II, written hereunder (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

AND WHEREAS the Owners/Vendors, the party of the First Part (the Original Owner) and the Developers/Builder/ the Promoter the party of the Second Part entered into the Joint Venture Agreement for the Development cum sale of the Said

Property I and Said Property II by agreement dated 13/02/2017, duly registered before Notary Public D.S. Petkar, Mapusa, Bardez-Goa, bearing Serial No. 2534/2017 dated 13/02/2017, by constructing therein buildings/villas/project on the Development Property and under name and style as suggested by the Party of the Second Part and as per the terms and conditions stipulated in the said agreement.

AND WHEREAS The Vendors/Owners, the First Party,(the Original Owner) in lieu of the Joint Venture Agreement for the Development cum sale, dated 13/02/2017, executed the Irrevocable Power of Attorney for Development in favour of the Builder/Developer/ the Promoter, the Party of the Second Part Mr. Altaf Yargatti, dated 13/02/2017, duly executed before Notary Public Mr. D.S. Petkar, bearing Serial No. 2527/2017 at Mapusa, Bardez-Goa.

AND WHEREAS in terms of the Joint Venture Agreement for the Development cum sale, dated 13/02/2017, and the Irrevocable Power of Attorney for Development and sale, dated 13/02/2017, the Owners/Vendors have fully authorized the Builders/Developer/ the Promoter to enter into any agreement, conveyance, sell of the constructed projects/buildings, Villas, Flats, shops, Garages, etc.. in the Development Property to the prospective allottees/buyers and any third parties, herein after referred to as the Allotee.

AND WHEREAS The Developer/Builder/ the Promoter, obtained approvals/permissions from the Office of the Senior Town Planner, Mapusa, Planning & Development Authorities, Mapusa, Goa, under Ref No. TPB/2992/SDM/TCP-17/758, dated 21/02/2017, Conversion of Sanad, Health NOC, NOC from Electricity Department, Porvorim-Goa and finally construction License from the Office of the Village Panchayat of Salvador do Mundo, Bardez-Goa, under Construction License No. VP/SDM/LIC. NO. 03/2017-2018/70, dated 20/04/2017 for the construction of the project of residential Building Block A and B, in the Development Property.

AND WHEREAS the Builder/Developer/ the Promoter is in the process of constructing a buildings/villa/project on the Said Development Property under name and Style "**THE MISTY GREEN**".

AND WHEREAS the Builder/developer/ the Promoter have decided to accept finance (for construction and towards the sale of proportionate undivided shares in land in the said development property) from the prospective allottees for the purpose of construction of flats, villas, shops, garages, godowns etc., in the Said development property and subsequently to sell the proportionate undivided shares in land in the said property thereby executing and registering the requisite agreements/deeds before appropriate authorities.

AND WHEREAS Originally the SAID PROPERTY-I belonged to one Mr. Miguel Tomas Sebastiao Francisco Fernandes alias Michael Fernandes who purchased the Said Property-I, from Mrs. Amelia Estrelina Conceicao Assence Catarina De Silva alias Amelia Pinto also Amelia D'Silva, Mrs. Lily Belmira Pinto alias Lily D'Cunha, Mr. Bernard D'Cunha, Mrs. Martha Zelia Pinto alias Martha D'Lima and Mr. Ellis Peter D'Lima vide Conveyance on Sale dated 03/03/1972, duly registered in the Office of Ilhas, Panaji-Goa, bearing Registered No.164 of Book No. 1 volume no. 62 at pages 249 to 255 dated 22/03/1972.

AND WHEREAS Originally the SAID PROPERTY-II belonged to one Mr. Miguel Tomas Sebastiao Francisco Fernandes alias Michael Fernandes who purchased the Said Property-II, from Mr. Orlando Antonio Jose Sequeira Lobo alias Orlando Sequeira Lobo and his wife Mrs. Ida Brigida de

Souza Sequeira Lobo, vide Deed of Sale dated 24/01/1973, duly registered in the Office of Sub-Registrar of Ilhas, Panaji-Goa, bearing Registered No. 84 at pages 85 to 90 of Book No. 1 volume no. 72 dated 05/02/1973.

AND WHEREAS upon the execution of deed of Conveyance of Sale dated 16/05/1986, bearing Registration No. 415 of Book No. I, Vol. No. 51, dated 17/05/1989, duly registered in the Office of Sub-Registrar of Ilhas, Panaji-

Goa, from the allottees Mr. Miguel Tomas Sebastiao Francisco Fernandes alias Michael Fernandes, the vendor no.1/owner no.1 acquired rights and title and thereby the vendors/owners herein above became the absolute owner in title and in possession of the Said Property-I and Said Property-II.

AND WHEREAS the vendors are the absolute owner and in possession of the **SAID PROPERTY-I**, bearing Survey No. 224, Sub-Division No.1 of village Salvador-do-Mundo, Bardez-Goa and the **SAID PROPERTY-II, bearing** Survey No.224 Sub-Division No.2 of village Salvador-do-Mundo, Bardez-Goa, **TOTALLY** admeasuring 4950 Sqmts, shall for brevity sake both collectively herein after referred to as **THE DEVELOPMENT PROPERTY**.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Original Owner/Promoter is in possession of the project land AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) having _____(here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment") in the ____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the ____phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment 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 Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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 Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

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

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

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule-II annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :

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

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

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

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

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

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

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The 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 local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty

days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God ;

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

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees

that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

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

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

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

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-a tLaw/Advocates of the Promoter in connection with formation of the said Society, orLimited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. 12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. the Builders/Developers/vendors/promoter shall handover the possession of the Said Flat having a carpet area of _____ Sq.mts, approximately to

the Allottees only upon the payment of entire consideration amount by the allottees to the Builders/Developers of the Said Flat. the Builders/Developers/vendors/promoter shall complete the construction of the super built-up carpet area of _____sq. mts within a reasonable period of time. On completion of the Said Flat/ built-up area the Builders/Developers/vendors/promoter shall upon receipt of the requisite Possession/Occupancy Certificate give a notice in writing as to the completion of the same to the allottees and the allottees shall within a period of 15 days from the receipt of the notice take delivery of the Said Flat, failure to take delivery of the Said Flat will not exonerate the allottees from their liability to pay the out going such as Panchayat taxes, etc. from the date of the Possession/Occupancy Certificate, subject to payment of entire consideration amount by the allottees.

From the date of the Possession /Occupancy Certificate for the respective premises, the responsibility/ liability for maintenance of the premises (including the Said Flat) in the said building/complex/project shall be of the respective allottees and the responsibility/ liability with respect to the common amenities of the said building/complex/project and looking after the upkeep thereof shall be solely that of the respective allottees.

Infrastructure tax, presently charged of the Said Flat and of the incidence of basement, if any, or any development/ betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent authority shall be payable by all the premises owners of the said building/ complex/project in such proportion as may be determined by the Builders/Developers/vendors/ Promoter. The Allottees/allotte agrees to pay to the Builders/Developers/Promoter within 7 days of demand, such proportionate share of the allottees of such charges or deposit.

Any levy or taxes of any nature, including but not limited to VAT (Value Added Tax), Sales Tax, GST and service tax, if levied or become payable by the vendors or on the said building/complex/project or on individual Shop /Garage /Flat in the said building/complex/project including the Said Flat, shall be borne

by the Allottees and accordingly, the amount of consideration mentioned hereinabove, shall increased to that extent. The amount so to be borne by the Allottees shall be paid by the Allottees within a period of 15 days of the intimation by the Builders/Developers, notwithstanding the fact that the Said Flat, at that point of time, may have already been transferred unto the allottees or its possession handed over to the Allottees.

Any taxes, charges or out goings levied by the Panchayat or any other competent authority exclusively pertaining to the Said Flat shall be borne by the Allottees, from the date of Possession/Occupancy Certificate, irrespective of whether the Allottees has taken the possession of the Said Flat or not.

In case the Builders/Developers/vendors is unable to complete the building/deliver possession as stipulated in the clause herein above due to any act of God, unforeseen events, Vis major, civil commotion, war non availability of any building material or water supply or electric power or result of any notice, rule, order or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the vendor, the vendors shall not incur any liability and shall be entitled to reasonable extension of time to complete and deliver the possession of the Said Flat hereinafter described in Schedule given below.

The ALLOTTEES and the person to whom the Said Flat is let, sub-let, transferred, assignee, or given possession shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the vendor may require safeguarding the interest of the Builders/Developers and/or the PURCHAER in the building or Project.

The allottees shall not make any changes or any alterations in any structure of the building and that the occupant or allotteess shall not in anyway make encroachment on the said Development property.

The allottees shall maintain the front elevation, the side and rear elevation of the said building in

The same form as the Builders/Developers have constructed and shall not at any time alter the said elevation in any manner. The purchase shall make

opening for the provision of the Air Conditioner from the rear side of the building and the same shall be done with the consultation of the Builders/Developers.

The allottees shall be entitled to the use and enjoyment of the said built up area upon possession of the same having been given by the Builders/Developers and after such possession has been given or taken by the allottees, shall have no claim against the Builders/Developers/vendors in respect of any item of work which may be alleged not to have been carried out. That it is however agreed that cracks to the plaster or dampness in external walls shall not be considered as defective work unless the Architect of the Builders/Developers decides otherwise. The Builders/Developers/vendors shall not be responsible for colour/ size variations in painting, flooring tiles, glazed tiles, any cracks in natural stones like marble, granite any sanitary fittings etc. The allottees is free to select the design of the grills as per the option given to them by the Builders/Developers, however the Builders/Developers reserve the rights to take the ultimate decision.

The allottees shall not be entitled to claim or apply in the revenue/civil court for partition or sub-division of his undivided rights in the said property, it is been agreed and declared by the allottees that his interest and the share in the said property is and shall always remain joint, undivided, impartible, impartitionable and indivisible.

It is hereby agreed that the Builders/Developers shall be entitled and are hereby permitted to make such variations and alterations in the building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings and/ or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the Builders/Developers shall be entitled to do any additional construction that the current FAR might permit or any future increase in FAR might permit in the Said Property with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/ or to or from such sub divided portions of the Said Properties, if any. If and when construction comes up in such properties, adjoining the said properties, the same shall, at the discretion of the Builders/Developers, either from part of the said building/ complex/project or shall be a distinct project not connected with said

building/ complex/project. The allottees hereby give their express consent to the above it shall be considered as consent in writing of the Allottees required by law.

The Builders/Developers reserves the right to utilize the extended F.A.R. even after the completion of the said building/ complex/project by construction of additional shops/flats/godowns etc. in any of the building of the said project and consequently selling the same to the prospective buyers to which the Allottees or the association of Allottees of the holder the shops/flats/godowns etc. in said building/ complex/project or the society formed of all the Allottees shall have no objection of whatsoever nature.

The property on which the building is constructed shall not be divided and remain as a common property and that the Builders/Developers shall have the right to use entire F. S. I. or F. A. R. of the building for his own construction. It is agreed by the allottees that he shall never seek the partition of the undivided rights to the land proportionate to the said built up area.

Any increase in the F. A. R. (floor area), any change of zoning or use of land, any conversion of use of land or any other such right or benefit that may become available in the matter of development of the said property shall accrue and be available exclusively to the Builders/Developers and not of vendors and the allottees shall lay no claim to the same.

In the event the Builders/Developers is required to permit the owner of any of the adjoining property/properties, the use of any portion of the Said Properties by way of right of way or by way of right of use, the vendor shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the FAR (floor area ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the vendor i.e. for the purpose of the built up area of the said project.

The Builders/Developers shall be entitled to unilaterally revise the plans and/or specifications relating to (i) the exterior of the said building/complex/project (ii) all common structures /area/ amenities in and around said building/ complex/ project, including, modifying, deleting, relocating any such structures/areas/amenities.

In the event, on account of change in plans or for any other reasons, the build up area of the Villas/shops/flats/godowns etc. is increased, the Allotteess shall be liable to pay to the Builders/Developers for the extra area, at such rate as may be calculated by the Builders/Developers, Similarly if the built up areas of the villas/ shops/ flats/ godowns etc. is decreased, the Builders/Developers/vendors shall be liable to refund to the Allotteess the amount corresponding to the differential area at such rate as may be calculated by the Builders/Developers.

The Allotteess shall be liable to pay to the entire cost of the internal modification requested by them at the time of executing the present agreement. Similarly all the internal modification shall be requested for only at the time of executing the present agreement and not later.

No internal modifications shall be carried out by the Allotteess after the execution of the final sale deed either in his name or in the name of the society except after a written permission is obtained by the Allotteess from the society or association of Allotteess and also from the Developers/Builders herein.

It is further expressly agreed that if at any time the vendors/Developers/Builders amalgamates this property with any adjoining property then he will be entitle to revise the present plan of construction and change the form and shape of the building and shall be entitled to extend the same or add floors etc. as per law but in such a case the vendors shall, as far as possible retain the total area of the Said Flat hereby agreed to be sold to the allottees while revising the said plans. Accordingly also the undivided rights to the land corresponding to the Said Flat will also change and this clause shall be treated as the consent for all changes and no further consent will be required for the same.

The name of the building shall be **“THE MISTY GREEN”**.

THE ALLOTTEESS/ALLOTTE of the shops/ apartments / garages / studio / Flats in the project shall form a Co-operative society in any other name as per the discretion of the Builders/Developers.

It shall be entirely at the discretion of the Builders/Developers to decide whether to the premises owners should form a Co-operative society, an Association of persons or any other entity (hereinafter referred to the "ENTITY").

Upon the decision taken by the Builders/Developers in this matter, the Allottees and other premises owners of the said building/complex/project shall sign all form/s application/s, deed/s and other document/s as may be required for the formation of the Entity and for the conveyance of the Said Properties and/or said building/complex/project in the name of the Entity.

It is agreed by and between the parties hereto that the Builders/Developers shall have the entity formed of the premises owners of said building/complex/project as a whole. However the Builders/Developers shall have the option to have separate entities formed of any part of said building/complex or along with the premises owners of any building schemes adjoining or in the vicinity of said building/complex/project or in any other manner as the Builders/Developers may deem fit.

The Allottees and the person to whom the shops / flats / godowns etc., is let, sub - let, transferred assigned or given possession of, shall be governed by and shall observe and comply with all the bye- laws, rules, and regulations that may be laid down by the Entity from time to time and shall also be governed by the laws which may be applicable to the Entity.

The Allottees hereby agreed/s and undertake/s to be a member of the Entity to be formed in the manner herein appearing and also from time to time to sign and executed all application for registration and for membership and other papers and documents necessary for the formation and the registration of the Entity and return to the vendors the same within 10 days of the same being intimated by the Builders/Developers to the Allottees.

The Allottees shall not have any objection if any changes or modifications are made in the bye-laws or rules and regulations framed by the Entity as may be required by the Builders/Developers or by any competent authority.

The Allotteess shall be bound from time to time to sign all papers and documents and to do all acts, deeds and things as may necessary from time to time, for safeguarding the interest of the vendors and of the other premises holder in said building/complex/project.

In the event the Entity is formed and/or registered before the completion of said building/ complex/ project, the Entity and the Allotteess together with other Premises holder shall be subject to the overall authority and control of the vendors in respect of any matter concerning the Said properties or portion thereof or the Said Flat or said building/complex/project or this agreement.

In the event the Entity cannot be formed for any reason or the Conveyance cannot be executed in the name of the Entity, the vendors shall convey unto the Allotteess the Said Flat along with the undivided share of the portion of the said property or the portion thereof on which said building/complex is constructed, proportionate to the built up area of the Said Flat unto the Allotteess in such manner as may be determined by the Builders/Developers.

The Allotteess/ALLOTEE shall deposit such an amount decided by the Builders/Developers towards the maintenance of the building. The Payment of maintenance charges, however, shall be decided by the society and in the absence of the society, the same shall be decided by the Builders/Developers.

The abovementioned amount shall be adjusted towards the cost of water and electricity connections including the water and electricity meter. And that, incase the electricity line and/or water line is to be obtained from the main road and/or any electrical transformer is to be fixed in the said complex/project, the above mentioned amount or such other and more charges as decide by the Builders/Developers shall be adjusted towards the contribution for the same before taking the possession of the Said Flat by the allotteess.

In the event that the Allotteess/holders of the said Flat desire to transfer his/her/their apartment either by sale, lease, rent, gift etc he/ she/ they shall comply with all the conditions in this memorandum applicable and pertaining to the intended transfer and pertaining to the sale Deed, instrument or transfer document purporting to effect or agreeing to effect or effecting the transfer of the said apartment. If, as per the conditions appearing herein below, the transfer is valid and recognized as such by the Vendors and/ or the Association, the transferee shall automatically become a member of the Association and by stepping into the shoes conditions and covenants of this Agreement compulsorily incorporated in the above mentioned Sale Deed, instrument or transfer document.

The Allotteess or member, as the case may be, shall have the right to freely sell, transfer, convey, mortgage, gift, charge, or deal with or dispose off or part with in any manner whatsoever, the said flat owned by him/ her or them to any person or persons of the choice of the allottees, Subject to the clauses and covenants in the said agreement, sale-deed and to the other clauses and covenants in this present.

The Allotteess/member shall bring the provisions of this Agreement to the notice of any person to whom the member/Allottees desires to transfer or sell his/ her/ their apartment. Every such transferee if valid becomes a member of the Association/society and bound by the contents of this present.

The Allotteess is hereby obliged and bound to impose / ensure the imposition of all the covenants, conditions and rules appearing in the said agreement and the sale deed on whosoever uses/occupies/ resides in the said apartment either as guests / lodgers / visitors / caretakers / occupants/domestics/staff and/or to whosoever the said apartment is subsequently let /sublet/sold transferred to the Allotteess hereby agreeing to impose/ensure the imposition of the aforesaid covenants, conditions and rules, regulations with the express intention of bringing under them any person/ persons into whosever's hands / ownership/ usage the said apartment may subsequently come. In any case all future, valid transferees of the said apartment

shall automatically be members of the Association and thus be compulsorily bound by the said covenants and conditions, rules and regulations of the said agreement/ the sale Deed.

In case if the Allottees wishes to resell the Said Flat to any other person he shall be liable to pay such an amount decided by the Builders/Developers and that such resale shall be carried out only after the payment of all the dues to the said Society. The money so paid shall be utilized towards funds of the Society.

The allottees shall not store in the said flat any goods, objects or substances of a hazardous/ combustible/ dangerous/ contraband nature, or which are so heavy as to damage the construction or structure of the building in which the said flat is situated, or the storing of which is likely to be objected to by the concerned local/ other authorities and shall not carry or cause to be carried heavy packages and objects to upper floors which may damage, or are likely to damage the staircase, common passages, walls, or any other structure of the building in which the said flat is situated.

The Allottees, shall not create or cause nuisance, or undue and excessive noise or other annoyance or disturb the peace and quiet in the estate, or disturb the peaceful enjoyment by the member or occupiers of the other apartments in the estate. No loud music or partying shall be permitted after 11 p.m. at night. However no special occasions, written permission is to be obtained from the committee for loud music/ partying after 11 p.m. The member shall not carry out any activity which constitutes nuisance, annoyance or danger to the occupiers of the other apartments in the estate.

The allottees shall bear and pay any increases in local taxes, water charges, insurance, GST and such other levies if any, which are imposed from time to time by the concerned local authority and/or Government.

The Allottees shall have no claims whatsoever, except in respect of the Said Flat hereby agreed to be sold and the proportionate right in the land underneath the said building.

The Builders/Developers/vendors shall execute Sale Deed in respect of the proportionate share of land corresponding to the built up area of the Said Flat as described in the Schedule II.

The possession of the Said Flat No. ----- shall be handed over to the allottees only after full and final payment and upon the receipt of the entire consideration amount from the allottees and subsequently final sale deed will be executed upon request of the parties herein.

The allottees confirms having taken inspection to his full satisfaction, of the requisite documents of title to the said property/said flat and of the plans/approvals/licence relating to the Said Flat and have fully satisfied himself/herself/itself about the same.

The Allottees shall also from time to time notify any change in his address to the Builders/Developers. Any letters, reminders, notices, documents, Papers etc., made at the said notified address or at the changed address by hand delivery or Registered A/d or under certificate of posting or through a courier service agency, shall be deemed to have been lawfully served to the Allottees.

Such further sum that may be ascertained by Builders/Developers on quantum of liabilities that may be than arose at the time of delivery of the possession of said flat or thereafter by way of payment of taxes cess, levy or damage that may be charged by government of Goa, Zilla Panchayat, Municipality, Gram panchayat local body or any authority and other expenditure or charges on consumption of water electricity of common lights and sanitation payment to the sweeper and other incidental payments on management and maintenance of building to be contribute monthly in advance proportionately by all the allottees till the conveyance is made in favour of co-operative society.

Such other further sum that may be fixed by the Builders/Developers as to all cost charges expense in connection with formation of the co-operative society as well as the cost of repairing and engrossing stamping and registration of all the documents or documents required to be executed by the vendors or the allottees as well as the entire professional cost of Advocate of the Builder/Developer/Vendor in preparing and approving such document shall be borne and paid by the proposed society Register society or proportionately by all the allottees or holders of the flats including the allottees herein mentioned.

The fixture fittings and amenities to be provided by the Builders/Developers in flat/shop. It also agreed that the Builders/Developers will try to purchase the transformer from the Goa state Electricity Board if provided and permitted to install for supply of electricity exclusively use for all the flat/shop allottees of the building it also agreed that the cost of transformer shall be borne proportionately by all the flat/shop allottees including the allottees herein mentioned in the agreement.

All the disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement and/or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in disputes, or in relation to any matter whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

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

- ii. The 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 encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The 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 Allottee created herein, may prejudicially be affected;
 - vii. The 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure

of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the 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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. 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.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the 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 promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the _____ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At-----on-----

in the presence of WITNESSES:

1. Name

Signature _____

2. Name

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name

Signature _____

Name

Signature _____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE -I

All that Property known as **“Tolleachem Batta”**, bearing Survey No. 224/1, situated at Donvaddo of Village Salvador do Mundo, Taluka Bardez, within the jurisdictional limits of village Panchayat of Salvador do Mundo, Sub-District of Bardez, North District of State of Goa, admeasuring an area of 1250 Sq. Mts., which is the 4th plot out of four plots forming part and parcel of the bigger **“Tolleachem Batta”** described in the Land Registration Office of Ilhas, under No. 15873 of the Book B 42 and enrolled in the Taluka Revenue Office of Bardez under No13 of Second circumscription. The said property is bounded on all the sides as under:

EAST : By Public Road;

WEST : By property bearing survey No. 224/3;

NORTH : By Public Road; and

SOUTH :By property bearing survey No.224/2.

SCHEDULE - II

All that Property known as **“Tolleachem Batta”**, bearing Survey No. 224/2, situated at Donvaddo of Village Salvador do Mundo, Taluka Bardez, within the jurisdictional limits of village Panchayat of Salvador do Mundo, Sub-District of Bardez, North District of State of Goa, admeasuring an area of 2275 Sq. Mts., which is the First plot out of five plots forming part and parcel of the bigger property **“Tolleachem Batta”** described in the Land Registration Office of Ilhas, under No. 20729 at folio 117 of the Book B 55 new and enrolled in the Taluka Revenue Office of Bardez under No 5 of Second circumscription of village Salvador-do-Mundo. The said property is bounded on all the sides as under:

EAST : By Public Road;

WEST : By partly property bearing survey No.

224/3 and Survey No. 187/1;

NORTH : By property bearing survey No.224/1; and

SOUTH :By property bearing survey No.224/4.

SCHEDULE - III

(i) All that the Said Flat shown as delineated in the color on the plan hereto annexed being Flat No. _____, having Super built up area of _____ Sq. mts., approximately, on the _____ Floor, “in Block _____’ of the said Building **“THE MISTY GREEN”**.

ii STRUCTURE : R.C.C. frame structure beams, columns and slabs

iii. WALLS: all internal walls shall be of laterite masonry / concrete blocks or bricks masonry plastered in two coats.

iv. FLOORING: Ceramic or verified flooring

v. Wall finish:

- (a) Internal: cement plaster with Gypsum and painted with Acrylic
- (b) External: sand faced in machine cement plaster painted with water proof paint by Apex/ I.C.I. dulex.

vi. DOORS:

- (a) Front door shall be of veneer wood finish on teakwood frame.
- (b) All internal doors shall be flush doors or FRP Doors.

vii. WINDOWS: Aluminum sliding windows of medium, section shall be fitted.

viii. BATHROOM/ W.C./KITCHEN: Bathroom walls shall have a dado of white glazed /ceramic tiles of one meter height, wall above kitchen platform shall be lined white glazed/ ceramic tiles the kitchen platform shall be finished with natural mirror finish kota / slab with double molding and stainless steel sink.

ix Electrical: concealed copper wiring with adequate points.

x. PAINTING: internal walls to be painted with acrylic emulsion and external walls to be finished in two coats of cement paint by APEX (Aisan)

xi. DRAINAGE / SANITATION / PLUMBING : PVC pipes for water and sewage lines shall be provided from the flat to septic tank. One overhead tank, septic tank and soak pit shall be provided for the building.

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT ANNEXURE – A Name of the Attorney at Law/Advocate, Address : Date :

No. RE. :

Title Report Details of the Title Report

The Schedule Above Referred to (Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

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

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

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

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.