

AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement for Sale is made at MARGAO, SALCETE, GOA, on this _____ day of NOVEMBER of the year Two Thousand and Seventeen (- -2017)

BETWEEN

1. AMBIENCE REAL ESTATE DEVELOPERS, a proprietary concern, having it's registered office at S-11, Bela Vista- 1, Chicalim, Goa 403 711, represented by its Proprietor, MR. JOHN VINCENT SOARES, son of Mr. Camilo Soares, aged 62 years, resident of H. NO. 131, Gina, Maina, Curtorim, Goa, hereinafter referred to as the 'PROMOTER

And

2. Mr./Ms _____, son of _____, aged _____ years, businessman, married, Holder of Pan No. _____ and Aadhaar No._____, Indian National, resident of _____, _____, Goa, hereinafter referred to as "THE ALLOTEE" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, administrators, representatives, and assigns) of the OTHER PART.

WHEREAS there exists a landed property known as 'DECIMO NONO LANCO DE GOGOLA', situated at Gogol, Margao, Goa, within the limits of the Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, which property is surveyed under Chalta Number 4,5 and 9 of PT Sheet 92 of Margao city and more particularly described in SCHEDULE 'I' hereunder written and hereinafter referred to as "THE SAID PROPERTY";

And Whereas the said property is held by DR. ALVARO MOUSINHO ALBERTO DE NORONHA FERREIRA alias ALVARO DE NORONHA FERREIRA, son of late Caetano Filipe Ferreira, aged 83 years, retired, Landlord, AND HIS brother 2(a) DR. ANTONIO RUI DIOGENES DE NORONHA FERREIRA, son of late Caetano Filipe Ferreira, aged 76 years, retired, Portuguese National holding OCI Card No. A1256025 issued by the Embassy of India, in Lisbon, Portugal, dated 18th January 2013,

AND WHEREAS by Agreement dated 16/11/2017 the Owners agreed to sell to the PROMOTERS a fraction of a unsold area of a plot, hereinafter referred to as the Said Plot admeasuring 5046 square meters, and described in Schedule 2, with the intention of using the

FAR available to construct a multi-storied structure comprising Apartments and shops, in order to sell the same

AND WHEREAS, the SAID PLOT has been converted to non-agricultural use vide Sanad No. AC-II/SG/CONV-18/2003 dated 28.02.2003.

And Whereas the Owners have recently submitted an application to the SGPDA and to the Municipal Corporation of Margao to build, on the SAID PLOT, a multi-storied building comprising of basements, shops and apartments and have obtained approvals for the same, as described in Schedule 3.

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

AND WHEREAS on demand from the ALLOTTEE, the Promoter has given inspection to the ALLOTTEE of the site and location of the proposed building and all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architects;

And Whereas the unit identified as _____ is to be retained by the PROMOTERS and is more fully described in Schedule 4.

AND WHEREAS the Allottee is offered an Unit identified as _____ on the _____ floor, (herein after referred to as the said "Apartment") the Building called _____ (herein after referred to as the said "Building") being constructed, by the Promoter

AND WHEREAS the Allottee has applied to the Promoter for allotment of Unit identified as _____ on _____ floor in the building being constructed, by the Promoter.

AND WHEREAS the carpet area of the said Apartment is _____ square meters as specified in schedule 4.

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)

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;

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

1. The Promoter shall construct the said building/s consisting of 2 basements and ground, 4 upper floors on the said plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2. 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/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
3. 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 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 annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- i. 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 :

- ii. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.

- vii. 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..
- viii. 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.
- ix. 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.
- x. 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].

- xi. 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.

- xii. 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.
4. 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.
 5. 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.

6. 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 installments, 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.

7. 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 installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
8. 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.

9. 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

- xiii. war, civil commotion or act of God ;
- xiv. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10. Procedure for taking possession -

- xv. 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.

- xvi. 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:
- xvii. 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.

- xviii. 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.
11. 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.
12. The Allottee, along with other Allottee(s) of Apartments in the building shall join the PROMOTER in forming and registering the Association for Maintenance to be known by such name as the Promoter and OWNER 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 Association and for becoming a member, including the byelaws of the proposed Association 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.

13. 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, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association for Maintenance 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 a deposit of Rs _____ and provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter as Deposit shall not carry any interest and remain with the Promoter until handover to the Association for Maintenance, as aforesaid. On such handover, 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.

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

- xix. (i) Rs. for deposit with the Association for maintenance.
- xx. (ii) Rs. for formation and registration of the Association for Maintenance.
- xxi. (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Association
- xxii. (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Association.
- xxiii. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- xxiv. (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER. The Promoter hereby represents and warrants to the Allottee as follows:

- i. The PROMOTER states that the OWNERS have clear title with respect to the project land; and

that he has the requisite rights to carry out development upon the project land and also is sufficiently enabled with permissions from the OWNERS in order to allow for the implementation of the Project;

- ii. The Promoter and the OWNERS have 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. 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 said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- iv. At the agreed time the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

16. The Allottee/s or himself/themselves , his nominees or with intention to bring all persons into whatsoever 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 drill / chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of 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 Association 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 Association ~~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. The Allottee agrees to pay all taxes, dues and duties henceforth chargeable on the Said APARTMENT and due to the Government and other local bodies and authorities.

17. The Parties hereto do not belong to any Scheduled Caste or Scheduled Tribe community

18. Upon giving possession to the ALLOTEE, the OWNERS and PROMOTERS and all persons claiming under them shall and will from time to time upon the request and cost of the ALLOTEE, do and execute all such acts, deeds, matters and things whatsoever for further and more perfectly conveying and assuring the Said APARTMENT hereby conveyed and every part thereof unto the ALLOTEE and placing the ALLOTEE in possession of the same according to the true intent and meaning of this deed or as shall or may be reasonably required.

19. 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.

20. 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 OWNERS or Promoter until the handover of the said structure to the Association as hereinbefore mentioned.

21. 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].

22. **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.

23. **ENTIRE AGREEMENT :**This Agreement, along with its schedules and annexures, constitutes the entire

Agreement between the Parties with respect to the subject matter hereof 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.

24. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
25. 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.
26. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so

far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the 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.

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

29. 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 .

30. 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.

31. 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.

32. 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.

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

34. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled 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.
35. 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

SCHEDULE – I

(Description of the Said Property)

ALL THAT landed property known as “DECIMO NONO LANCO DE GOGOLA”, admeasuring a total area of area of 64807 square metres, situated at Gogol ward within the limits of Margao Municipal Council, Taluka and sub-district of Salcete, District of South Goa, State of Goa, described in Land Registration Office of Salcete at Margao under No. 6857 (old) and No. 11108 of Book B New, enrolled in the Taluka Revenue Office of Salcete under Matriz no. 1037, now surveyed under the Amalgamated Chalta Nos. 4, 5, 9 of P.T. Sheet No. 92 and bounded as follows: On the East: Earlier By Comunidade Land and by Public Road and now by public road leading to S.P. Chowgule College, On the West: Previously by remaining property of the PROSPECTIVE VENDORS, and property of Mariano Antanazio Dias; and now by Eastern Bypass surveyed under number Chalta No 18 of PTS 117, On the North: Now By Public Road leading to S.P. Chowgule College and by Plots developed on the property of Mariano Antanazio Dias and property of Matildes Josefina Verodiana Pereira Dias; On the South: By public road leading from Margao to Curtorim.

SCHEDULE – II

(Description of the Said Plot)

ALL THAT part of the Said property described in Schedule I above, within the Amalgamated Chalta Nos. 4, 5 and 9 of P.T. Sheet No. 92 of Margao City Survey which is classified as Local Commercial Area (C2 Zone) as per the ODP 2016 of Margao City, and which (minus the Road Widening Area of 1027 square meters) was converted to NA use by Conversion Sanad No AC-II/SG/CONV-18/2003, dated 28/2/2003 and is bounded as follows:

The subject of this Agreement between the Promoter and the Allotee, and of the Agreement between the OWNERS and the Promoter, dated 16 November 2017, is the unsold portion, admeasuring 5046 square meters of the Said Plot .

On the East : By public road leading to S.P. Chowgule College; On the West : By the rest of the property surveyed under Amalgamated Chalta Nos. 4, 5 and 9 of P.T. Sheet No. 92 which property is zoned as Settlement (S1) in the ODP 2016 of Margao City; On the North : By public road leading to S.P. Chowgule College; On the South: By public road leading from Margao to Curtorim.

SCHEDULE – III

(Description of the Said BUILDING)

The Building or structure including apartments, offices and shops , all common areas, including basements, footpaths, parking places and facilities including water works, sewerage, electrical, firefighting and telecom systems built on the unsold area of 5046 square meters and named Ferreira Gardens Phase 3 or Primavera Ferreira Gardens.

The OWNERS have obtained Development Permission for the same vide SGPDA/P/5548/1000/17-18 dated 06/10/2017

The OWNERS have obtained construction license for the same vide A/40/17-18/5877 dated 20/10/2017

SCHEDULE – IV

(Description of the Said Apartment)

ALL THAT FLAT bearing No.____ having built up area of _____ square metres, situated on the _____ Floor of the buildign described in Schedule III, constructed in the said Plot described in the Schedule II hereinabove, shown in red colour in the plan annexed to this Deed and bounded as follows:-

On the East : _____;

On the West : _____;

On the North : _____

On the South : _____

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED by the within named
:THE PROMOTER:

1.

(Mr _____ THE
PROMOTER)

--	--	--	--	--

(Right hand finger impressions of _____)

--	--	--	--	--

(Left hand finger impressions of
_____)

THE ALLOTEE:

1.

(Mr _____ THE
ALLOTEE)

--	--	--	--	--

(Right hand finger impressions of _____)

--	--	--	--	--

(Left hand finger impressions of
_____)

WITNESSES:

1.

2.