

AGREEMENT FOR CONSTRUCTION AND SALE

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

BETWEEN:

SKY WORLD PROPERTIES AND HOLDINGS, a partnership firm, duly registered under the Indian Partnership Act, 1932 with Reg. No. MGO-F292-2016, with its Regd. Office at H. No. 218, Gofur Manzil, Near Shivaji Chowk, Curchorem, Goa, holding Income Tax Card bearing PAN ADEFS3035J, represented herein by its partners:

Mr. SAGAR S. JOLAPURE, son of Mr. Sunil Jolapure, aged 29 years, Occupation business, marital status unmarried, r/o Savali, Virgincar Classic, Near Maruti Temple, Davorlim, Salcete, Goa,

Mr. SHAIK ASIF, son of Mr. Shaikh Abdul Kuddus, aged 28 years, Occupation business, marital status married, resident of H. No. 218, Gofur Manzil, Near Shivaki Chowk, Curchorem, Goa,

Mr. SHAIKH MOHAMMED MAZHAR, son of Mr. Shaikh Abdul Kuddus, aged 34 years, Occupation Radiologist, marital status married, resident of H. No. 218, Gofur Manzil, Near Shivaki Chowk, Curchorem, Goa

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

AND

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

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

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

INTERPRETATION

Unless the context or meaning thereof otherwise requires,

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

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

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

The words “include” and “including” shall be deemed to be followed by “without limitation” or

“but not limited to” whether or not they are followed by such phrases or words of like import. The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS there exists a property named “ZORI” or by other name “GONGREM” or by other name “CABECEIRA DE ZORI” or “METADE DE CABECEIRA DE ZORI” (Western Half) of the Cultivation of Coconut trees and other trees and of the cultivation of paddy, situated in the ward Bacubata of the Village of Raia of the Taluka of Salcete, more particularly described in SCHEDULE “A” appended hereinunder and hereinafter called the “SAID PROPERTY”.

AND WHEREAS the SAID PROPERTY originally belonged to Mr. Jose Joaquim Lourence Fernandes and his wife Mrs. Maria Angelica Quadros.

AND WHEREAS vide Public Deed dated 03/08/1942 recorded by the Notary Public of Salcete Furtado, at folio 37 to 42 of the Book of Notes No.533, said Mr. Jose Joaquim Lourence Fernandes and his wife Mrs. Maria Angelica Quadros sold the SAID PROPERTY to Mr. Mathias Minguel Fernandes alias Mathias Miguel Fernandes alias Matheo M. Fernandes alias Marias Miguel Fernandes and Mr. Felix Antonio Terezinho Fernandes alias Felix Antonio Teresinho Fernandes alias Felix Fernandes, in whose names the same came to be recorded on 05/08/1942 under the Inscription No. 35816.

AND WHEREAS during the survey operations that took place in Goa in 1970s, the SAID PROPERTY came to be surveyed under Survey No. 169/1 (also identified as 169/0) of Village Raia of Taluka Salcete as admeasuring 80,650.00 square metres.

AND WHEREAS vide Agreement of Sale dated 28/11/1996, executed before the Notary Mr. Jose Joey Rodrigues, said Mr. Mathias Minguel Fernandes alias Mathias Miguel Fernandes alias Matheo M. Fernandes alias Marias Miguel Fernandes, Mr. Felix Antonio Terezinho Fernandes

alias Felix Antonio Teresinho Fernandes alias Felix Fernandes and his wife Mrs. Lourdes Mariquinhas Martins e Fernandes agreed to sell the SAID PROPERTY to the Proprietorship Concern "M/s C & C Constructions" or to any other person/s duly nominated on its behalf or its duly constituted nominee.

AND WHEREAS vide Agreement for Sale dated 02/12/1996, the said firm M/s. C & C Constructions agreed to sell the SAID PROPERTY to the M/s. Ramraj Enterprises, a partnership firm, on terms and conditions mentioned therein and vide Agreement dated 12-4-1998, all the obligations of M/s. Ramraj Enterprises, towards M/s C & C Construction were compiled with.

AND WHEREAS subsequently M/s. Ramraj Enterprises developed the SAID PROPERTY and sub-divided it into plots, the sub division having been duly approved by Town and Country Planning Department vide, Order Ref. No. TPM/Sub-div/Raia/169/0/99/970 dated 25/03/1999 and the Village Panchayat of Raia vide License No-6, dated 30/07/1999.

AND WHEREAS vide Agreement for Sale dated 09/08/1997, said M/s. Ramraj Enterprises agreed to sell unto Mr. Zainuddin Shaikh alias Xec Zoinudino, five of such sub-divided plots identified as Plot Nos. 64, 65, 66, 67 and 68 and upon the payment of the agreed consideration, the possession of the Said Plots was delivered unto him.

AND WHEREAS said Mr. Zainuddin Shaikh alias Xec Zoinudino expired on 02/06/2005 leaving behind his widow and moiety holder Mrs. Sakina Bi Zainuddin Shaikh and his three sons:

- (i) Shri. Zeeshan Zainuddin Shaikh married to Mrs. Zahira Bi Shaikh Gaffar Karol;
- (ii) Shri. Shakir Shaikh married Mrs. Shaheda Shakir Shaikh; and
- (iii) Shri. Suhel Zaidi Shaikh married Mrs. Shaista Suhel Shaikh

as his sole and universal heirs, as is witnessed and declared vide Deed of Succession dated 06/01/2017, duly drawn in the office of the Ex-officio Notary Public, Salcete, at folio 57 to 58 of Deeds Book No. 1634.

AND WHEREAS vide three different Deeds of Sale;

dated 28/12/2016, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-05791-2016 (Plot No. 66),

dated 28/12/2016, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-05792-2016 (Plot No. 67); and

dated 28/12/2016, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-05793-2016 (Plot No. 68)

said Mr. Mathias Minguel Fernandes alias Mathias Miguel Fernandes alias Matheo M.

Fernandes alias Marias Miguel Fernandes, his wife Mrs. Bernadette Elizabeth Barretto e

Fernandes, Mr. Felix Antonio Terezinho Fernandes alias Felix Antonio Teresinho Fernandes

alias Felix Fernandes and his wife Mrs. Lourdes Mariquinhas Martins e Fernandes, with the

confirmation of M/s. Ramraj Enterprises sold and transferred the title of sub-divided Plot No. 66

admeasuring 334.00 Sq. Meters, Plot No. 67 admeasuring 442.00 Sq. meters and Plot No. 68

admeasuring 765.00 Sq. meters respectively of the SAID PROPERTY unto the above

mentioned heirs of Mr. Zainuddin Shaikh alias Xec Zoinudino.

AND WHEREAS vide three different Deeds of Sale;

dated 16/01/2017, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-00227-2017, CD No. MGOD98 dated 16/01/2017

dated 16/01/2017, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-00228-2017, CD No. MGOD98 dated 16/01/2017

dated 16/01/2017, duly registered in the Office of Sub-Registrar of Salcete, under no. MGO-BK1-00226-2017, CD No. MGOD98 dated 16/01/2017

the above mentioned heirs of Mr. Zainuddin Shaikh alias Xec Zoinudino sold the Plot Nos. 66,

67 and 68 unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS herein.

AND WHEREAS the PROMOTERS/LAND OWNERS CUM DEVELOPERS intended to develop the Said Plot Nos. 66, 67 and 68, by constructing commercial cum residential building consisting of shops, garages and residential premises or such additional premises as may be approved/revised under the proposed project name “**SKY RAIIA**” and in pursuance thereto obtain following permissions and approvals in respect of the said development:

- (i) Construction License No. VPR/2017-2018/34 dated 08/11/2017 from Office of Village Panchayat of Raia, Salcete-Goa;
- (ii) Technical Clearance Order dated 17/08/2017 under Ref. No. TPM/29419/Raia/169/1/Pl. No. 66,67,68/17/3216 issued by Town and Country Planning Department, Margao, Goa;
- (iii) Conversion Sanad dated 15.02.99 under Ref. No. SDO/SAL/CONV-31/97 1546
- (iv) Final NOC dated 22/09/2017 under Ref. No. PHCL/DHS/NOC/17-18/777 from Primary Health Centre, Raia.

The Plot Nos. 66, 67 and 68 forms a single unit having been amalgamated and thus all the three plots taken together are hereinafter referred to as “SAID PLOT” and are better described in the SCHEDULE B hereunder. The proposed project named “**SKY RAIIA**” is hereinafter referred to as “SAID PROJECT”.

AND WHEREAS by virtue of the above said title Deeds and permission and licences obtained, the PROMOTERS/LAND OWNERS CUM DEVELOPERS have the sole and exclusive right to construct and sell, said premises in the said project to be constructed by the PROMOTERS/LAND OWNERS CUM DEVELOPERS on the SAID PLOT and to enter into agreement/s with the Purchasers of the Said Premises to receive the sale price in respect thereof;

AND WHEREAS the Architect Mr. Uday Sawant having No. ER/00/22/2010 has issued a Estimate for construction of a SAID COMPLEX in the Said Property.

AND WHEREAS the Sub Registrar of Margao- Goa has issued a Nil Encumbrance Certificate for Said Property under Certificate No. 931 of 2018 dated 23/04/2018.

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

AND WHEREAS by virtue of the above title deeds, the PROMOTERS/LAND OWNERS CUM DEVELOPERS have, sole and exclusive right to sell the Apartments / Shops in the said complex to be constructed by the PROMOTERS/LAND OWNERS CUM DEVELOPERS on the project land and to enter into Agreement/s or Shop/s with the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the PROMOTERS/LAND OWNERS CUM DEVELOPERS have opened the plans for sale on ownership basis, the apartments in the proposed complex named as “**SKY RAI**A” to be constructed in the said plot.

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

AND WHEREAS the authenticated copies of Certificate of Title dated 14/03/2018 issued by Adv. Gaurish M. Kudchadkar Add: Kamat Commercial, 2nd floor, Opp. Hari Mandir, Pajifond, Margao, Goa showing the nature of the title of the promoter/land owners to the project land on

which the Apartments or Shops are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

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

AND WHEREAS the promoter has got approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the required approvals, if any 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 Purchaser after being satisfied with clean, clear, marketable and subsisting title of the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the Said Property and their development rights, after having perused the approved plan, permission and licences and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the Purchaser of his/her/their own will, has expressed unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS his/her/their willingness to acquire a premises in the Said Complex and has requested unto the PROMOTERS/LAND OWNERS

CUM DEVELOPERS to construct and allot unto him/her/them the Shop/Flat No. _____ located on the _____ Floor of the Building “ _____ ” of the Said Complex along with Open Terrace of _____ Sq. meters (applicable for flats only).

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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have paid to the PROMOTERS/LAND OWNERS CUM DEVELOPERS a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has/have agreed to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS the balance of the sale consideration in the manner hereinafter appearing.

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

_____;

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

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

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

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

1.a.(i) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s to purchase from the PROMOTERS/LAND OWNERS CUM DEVELOPERS and the

PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby agrees to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the SHOP/GARAGE/FLAT No. ____ of _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area (as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE A**) for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

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

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

1.c. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ Only) as advance and hereby agrees to pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS the balance amount of purchase (Rupees _____ Only), in the manner detailed out in **SCHEDULE E** herein later written.

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

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

All these taxes and other outgoings shall be borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as and when due or demanded.

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

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

b) escalations/increases in case of changes suggested by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the SAID PREMISES or in case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

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

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

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

The PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said Premises to the PROSPECTIVE

ALLOTTEE/S or PROSPECTIVE PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said Premises.

2.2. Time is of essence for the PROMOTERS/LAND OWNERS CUM DEVELOPERS as well as the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. The PROMOTERS/LAND OWNERS CUM DEVELOPERS, subject to clause 8 contained hereinafter, shall abide by the time schedule for completing the project and handing over the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement.

3. The PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is 1541.00 square meters only and PROMOTER has planned to utilize FAR of _____ Sq. meters. The PROMOTER has disclosed the FAR of _____ as proposed to be utilized by him on the Said Plot in the Said Project and PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises to be carried out by the PROMOTERS/LAND OWNERS CUM DEVELOPERS by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS/LAND OWNERS CUM DEVELOPERS only. Further, if before the completion of the sale deeds of all the premises in the SAID PROJECT, if the FAR of the Said Plot increases, the same shall be for the benefit of the PROMOTERS/LAND OWNERS CUM DEVELOPERS and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTERS/LAND OWNERS CUM DEVELOPERS, at his absolute discretion, without the requirement of any consent of the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S can transfer the Development Rights (of unused FAR) to any other property owned by him.

4. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall create any obstruction to the PROMOTERS/LAND OWNERS CUM DEVELOPERS from executing such additional construction to utilise the unused FAR of the Said Plot. As the unused FAR and or future increased FAR shall belong to the PROMOTERS/LAND OWNERS CUM DEVELOPERS exclusively, the PROMOTERS/LAND OWNERS CUM DEVELOPERS can have such unused or future FAR, transferred or credited to any of his other project in the State of Goa and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be ever required to be obtained.

5. The PROMOTERS/LAND OWNERS CUM DEVELOPERS hereby agrees that it shall initiate the process of formation of the Society within three months of obtaining occupancy certificate in respect of the Said Project provided the requisite minimum number of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having signed the requisite papers for submission of application of registration of society.

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

PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

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

6.3. **Provided** that, PROMOTERS/LAND OWNERS CUM DEVELOPERS shall give notice of seven days in writing to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, by email at the email address or by registered AD at the address provided by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTERS/LAND OWNERS CUM DEVELOPERS within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and cancelled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTERS/LAND OWNERS CUM DEVELOPERS may in his absolute discretion think fit and in such case, no permission or consent of the PROSPECTIVE ALLOTTEE/S or

PROSPECTIVE PURCHASER/S shall be required to be obtained nor the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be joined in any such further transaction. If the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice.

6.4. **Provided further** that upon termination of this Agreement as aforesaid, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTERS/LAND OWNERS CUM DEVELOPERS) within a period of six months of the termination, the instalments of sale price of the Said Premises which may till then have been paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS but the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking or proportionate share in the land.

6.5. Provided further, that in case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the Said Premises to its original design/plan, shall also be deducted from the refundable part of the

consideration mentioned above. In case the cost of such restoration exceeds the refundable amount, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to pay the differential amount to the PROMOTERS/LAND OWNERS CUM DEVELOPERS within 8 days of such automatic termination.

7. Subject to clause 8, the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall make best endeavour to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S by 30/06/2020. If the PROMOTERS/LAND OWNERS CUM DEVELOPERS fail or neglect to give possession of the Said Premises to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall be liable on demand to refund to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S the amounts already received by it in respect of the Said Premises with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the PROMOTERS/LAND OWNERS CUM DEVELOPERS received the respective sum till the date the amounts and interest thereon is repaid. The PROMOTERS/LAND OWNERS CUM DEVELOPERS shall not be liable to pay/refund any expenses incurred by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

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

War, Civil Commotion or Act of God.

Any notice, laws, order, rule, notification of Government and or Panchayat and or any other public or Competent Authority which prevents the PROMOTERS/LAND OWNERS CUM DEVELOPERS from carrying out the work of Development and construction over the SAID PROJECT.

Any delay on part of Village Panchayat or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTERS/LAND OWNERS CUM DEVELOPERS over the Said Project.

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

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

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

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

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

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

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

9.1. **Procedure for taking possession** - The PROMOTERS/LAND OWNERS CUM DEVELOPERS, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in terms of this Agreement, to be taken within 15 days (fifteen days) from the date of issue of such notice and the PROMOTERS/LAND OWNERS CUM DEVELOPERS shall give possession of the Said Premises to the ALLOTTEE/S/PURCHASER/S, provided all monies payable under this agreement are paid in full, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S is not guilty of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree(s) to pay the maintenance charges as determined by the PROMOTERS/LAND OWNERS CUM DEVELOPERS as determined hereunder:

Maintenance charges for one year:

For residential premises : Rs. _____/-

For commercial Premises : Rs. _____/-

The period of one year commence from the date of Occupancy Certificate, irrespective of the date of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S having taken possession. Any monies, collected towards maintenance of the Said Project, remaining unspent at the end of the one year from the date of occupancy certificate shall be considered as compensation of the PROMOTERS/LAND OWNERS CUM DEVELOPERS to maintain the

said project and no monies shall be refunded to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or to the Said Society.

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

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

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

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

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

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

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

towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

13. Within 15 days after notice in writing is given by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S that the Said Premises is ready for use and occupation or at the time of taking delivery of possession, whichever is earlier, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the super built up area of the Said premises) of outgoings in respect of the Said Plot and Said Premises 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, cost of electricity transformer and its installation, sewage line and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, irrespective of whether the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S have taken possession or not.

Until the Maintenance Society is formed, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS, such proportionate share of outgoings as may be determined. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S further agrees that till the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S share is so determined, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS yearly contribution as provided in clause 9.1 above towards the maintenance. Further, PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay unto the PROMOTERS/LAND OWNERS CUM DEVELOPERS within 15 days of the notice of completion or at the time of taking of possession, whichever is earlier, such sum as mentioned herein below in clause 14.

The amounts so paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTERS/LAND OWNERS CUM DEVELOPERS, shall not carry

any interest but any non-payment or default in payment of outgoings on time by PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be regarded as the default on the part of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall entitle the PROMOTERS/LAND OWNERS CUM DEVELOPERS to charge interest @ 14% p.a. on the dues. Notwithstanding what has been agreed herein, the PROMOTERS/LAND OWNERS CUM DEVELOPERS are not under any obligation to maintain the said project after one year from the date of occupancy certificate, unless mutually agreed and unless necessary contribution is made and paid by all the occupiers in the said project, to the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

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

Rs. _____/- for share money, application entrance fee of the Society;

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

for proportionate share of taxes and other charges/levies in respect of the Society;

(iii) Rs. _____/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of residential premises while Rs.

_____/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of commercial premises;

(iv) Rs. _____/- or Rs. _____/- towards amount mentioned in clause 9.1 above

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

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

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The PROMOTERS/LAND OWNERS CUM DEVELOPERS as on date has Clear and marketable title with respect to the Said Plot; as declared in the title report and the PROMOTER has the requisite rights to carry out development upon the Said Plot and also has actual, physical and legal possession of the Said Plot for the implementation of the Project;
- ii. The PROMOTERS/LAND OWNERS CUM DEVELOPERS as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no known encumbrances upon the Said Plot or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the Said Plot or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said property and said premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, Said Plot and said premises shall be obtained by following due process of law and the PROMOTERS/LAND OWNERS CUM DEVELOPERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Plot, said premises and common areas;
- vi. The PROMOTERS/LAND OWNERS CUM DEVELOPERS 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S 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 said plot, including the Project and the Said Premises which will, in any manner, affect the rights of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under this Agreement but the PROMOTERS/LAND OWNERS CUM DEVELOPERS is free to enter into any contract with third party to develop the Said Plot or any part thereof and no permission of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required;

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

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

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

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

To maintain the Said Premises at the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises 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 Said Premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required.

Not to store in the Said Premises 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 Said premises 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 Said premises is situated, including entrances of the building in which the Said premises is situated and in case any damage is caused to the building in which the Said premises is situated or the Said premises on account of negligence or default of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in this behalf, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be liable for the consequences of the breach.

To carry out at PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said premises is

situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S committing any act in contravention of the above provision, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

Pay to the PROMOTERS/LAND OWNERS CUM DEVELOPERS within fifteen days of demand by the PROMOTERS/LAND OWNERS CUM DEVELOPERS, share of security

deposit and other amounts as demanded by the PROMOTERS/LAND OWNERS CUM DEVELOPERS, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said premises is situated.

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 Said premises by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to any purposes other than for purpose for which it is sold.

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

The ALLOTTEE/S/PURCHASER/S along with other ALLOTTEE/S/PURCHASER/S of Said premises in the said project shall join in forming and registering the Society to be known by such name as the PROMOTERS/LAND OWNERS CUM DEVELOPERS 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 the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTERS/LAND OWNERS CUM DEVELOPERS within seven days of the same being forwarded by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTERS/LAND OWNERS CUM DEVELOPERS to register the common organisation of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No objection shall be taken by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall observe and perform all the rules and regulations which the Society 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 Said premises s 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 PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said premises 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.

Till a sale deed of the Said Premises is executed in favour of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S and till one year from the date of occupancy certificate, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall permit the PROMOTERS/LAND OWNERS CUM DEVELOPERS and his 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 and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall abide by the directions/requisitions made by the PROMOTERS/LAND OWNERS CUM DEVELOPERS towards the upkeep and or maintenance of the said premises.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space (if allocated under this agreement).

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PLOT.

xiv. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building complex or undivided right in the SAID PLOT.

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

xvi. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of residential premises agree to abide by the rules specified by the PROMOTERS/LAND OWNERS CUM DEVELOPERS to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTERS/LAND OWNERS CUM DEVELOPERS during possession and maintain the uniformity of the elevation.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTERS/LAND OWNERS CUM DEVELOPERS. Care shall be taken to see that the water from the external unit does not drip on the external wall of the water.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s to not make

any changes to the electrical lighting of the external façade. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall agree to not make any changes to the landscaping work for any purposes. Any change needed to be made to the same for any technical or practical purposes shall be made after taking due permission from the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

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

The Said Project shall be completed in Phased manner and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not create any obstruction to the PROMOTERS/LAND OWNERS CUM DEVELOPERS in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unsued FAR/increased FAR.

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

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

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises or of the said premises and Building or any part thereof. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall

have no claim save and except in respect of the Said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTERS/LAND OWNERS CUM DEVELOPERS.

20. The name of the said project shall be SKY RAI A and that of the Society that shall be formed shall be named "SKY RAI A Co-operative Maintenance Housing Society Ltd." at all times which the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said project.

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

22. PARKING SLOT:

The Parking Slot corresponding to the SAID PREMISES is Parking Slot No. _____. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space as allotted to him/her/them by PROMOTERS/LAND OWNERS CUM DEVELOPERS and no double parking in the allotted space shall be allowed.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S / SUBSEQUENT PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S

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

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. CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has to make any payment, in common with other

PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTERS/LAND OWNERS CUM DEVELOPERS on the super built up area of the said premises and borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S accordingly.

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

30. That all notices to be served on the PROMOTERS/LAND OWNERS CUM DEVELOPERS and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the PROMOTERS/LAND OWNERS CUM DEVELOPERS by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the name clause.

SCHEDULE A

(OF THE SAID PROPERTY)

Property known as 'ZORI' or 'GONGREM' or 'CABECEIRA DE ZORI' or 'METADE DE CABECEIRA DE ZORI' alias "BAG BHAT", Western Half, of the cultivation of coconut trees

and other trees and of the cultivation of paddy, situated in the ward of Bacubata of the Village and Parish of Raia, Taluka, Sub-district of Salcete, District of South Goa, described in the Land Registration office of Salcete under No. 38255 at folio 26 overleaf of Book B No. 99 of the New Series, surveyed under Survey No. 169 sub-division 0/1 of Village Raia with an area of 86,650 square metres and bounded as under:

- EAST : by the property of the same name and Eastern Half
Of Nicolau Patricio Reveredo;
- WEST : by Public road;
- NORTH : by the properties of Mereciana Dias, Francisco Xavier Fernandes ,
Caetaninho Dias, Jose Menino Dias and Comunidade of Raia;
and
- SOUTH : by the rivulet of the Comunidade and the property
of Francisco Xavier Melo.

SCHEDULE B

(OF THE SAID PLOT)

PLOT NO. 66

All that Plot No 66 admeasuring 334.00 Sq. meters, forming an independent and a separate unit in itself but forming part of the property described in SCHEDULE A hereinabove written and is bounded as under:

- On the EAST : By part of Plot No. 62 and part of Plot No. 63;
- On the WEST : By 10 metres wide road;
- On the NORTH : By Plot No. 65;
- On the SOUTH : By plot No. 67.

The Said Plot has following dimensions:

EAST : 13.50 meters + 2.50 meters;
WEST : 16.15 meters;
NORTH : 19.75 meters; and
SOUTH : 22.00 meters.

PLOT NO. 67

All that Plot No 67 admeasuring 442.00 Sq. meters, forming an independent and a separate unit in itself but forming part of the property described in SCHEDULE A hereinabove written and is bounded as under:

On the EAST : By Plot No. 62;
On the WEST : By 10 metres wide road;
On the NORTH : By Plot No. 66;
On the SOUTH : By partly by Plot No. 61 and by Plot No. 68.

The Said Plot has following dimensions:

EAST : 17.00 meters;
WEST : 18.78 meters;
NORTH : 22.00 meters; and
SOUTH : 22.50 meters + 7.50 meters.

PLOT NO. 68

All that Plot No 68, admeasuring 765.00 Sq. meters, forming an independent and a separate unit in itself but forming part of the property described in SCHEDULE A hereinabove written and is bounded as under:

On the EAST : By Plot No. 60, Plot No. 61 & part of Plot No.59;

On the WEST : By 10 metres wide road;

On the NORTH : By Plot No. 67;

On the SOUTH : By Plot No. 58.

The Said Plot has following dimensions:

EAST : 15.50 meters + 15.00 meters + 4.00 meters;

WEST : 19.50 meters;

NORTH : 22.50 meters; and

SOUTH : 39.00 meters.

SCHEDULE C

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT Shop No./Garage No./Flat No. _____, admeasuring _____ Sq. metres of carpet area along with Open Terrace admeasuring _____ Sq. meters, located on the _____ floor of the Building complex known as “SKY RAIA” under construction in the SAID PLOT described in Schedule B above and is bounded as under:

East : by

West: by

North:by

South:by

SCHEDULE D

(AREA STATEMENT OF THE SAID PREMISES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;

Built-up area : _____ Sq. meters;

Carpet Area : _____ Sq. meters.

SCHEDULE E

(PAYMENT SCHEDULE)

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

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of booking/ executing this agreement	Rs.
ii)	On the completion of Plinth	Rs.
iii)	On the completion of 1 st Slab	Rs.
iv)	On Completion of roof slab	Rs.
v)	On Completion of latterite masonry, internal plastering, floorings doors & windows	Rs.
vi)	On completion of external plumbing, external plastering	Rs.
vii)	On completion of water pumps, electrical fittings	Rs.
viii)	At the time of Occupancy	Rs.
	TOTAL	Rs. /-

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

SCHEDULE F

(PROJECT SPECIFICATION)

For Flats

Structural Features:

Flooring:

Toilets

Doors:

Windows:

Electrical:

Wall finish:

Interior:

Exterior:

For Shops

Structural Features:

Flooring:

Shutter:

Electrical:

Wall finish:

Interior:

Exterior:

For Garages

Structural Features:

Flooring:

Shutter:

Electrical:

Wall finish:

Interior:

Exterior:

NOTE:

The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.

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

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED

PROMOTERS/LAND OWNERS CUM DEVELOPERS:

SKY WORLD PROPERTIES AND HOLDINGS,

a partnership firm,

represented herein by its

partners:

(i) **Mr. SAGAR S. JOLAPURE**

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. SAGAR S. JOLAPURE

<input type="checkbox"/>				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. SAGAR S. JOLAPURE

Mr. SHAIK ASIF

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr. SHAIK ASIF**

□				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mr. SHAIK ASIF**

Mr. SHAIKH MOHAMMED MAZHAR

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF Mr. SHAIKH MOHAMMED MAZHAR

<input type="checkbox"/>				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF Mr. SHAIKH MOHAMMED MAZHAR

SIGNED, SELAED AND DELIVERED BY THE WITHIN NAMED PROSPECTIVE

ALLOTTEE/S or PROSPECTIVE PURCHASER/S:

MR./MRS. _____

The party of the Second Part

In the presence of.....

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF MR./MRS. _____

□ □ □				
Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **MR./MRS.** _____

Witnesses:

Name :
 Father's Name :
 Age :
 Address :
 Signature :

Name :
 Father's Name :
 Age :
 Address :
 Signature :