

AGREEMENT FOR CONSTRUCTION AND SALE OF PREMISES AT
"WELWORTH'S RAMNATH LAXIMIBAI HERITAGE PHASE II"

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 and Twenty (___/___/2020) **BY** and **BETWEEN**:

PRETTY HOMES BUILDERS AND DEVELOPERS, a partnership firm, duly registered under the Indian Partnership Act, 1932 with Registrar of Firms, Salcete, Goa, and having its Principal office at 203, Mapari Audi Plaza Co-operative Housing Society, Erasmo Carvalho Street, Margao, Goa, holding Income Tax card bearing PAN [REDACTED], and hereinafter represented by its partners:

- (i) **Mr. SIDNEY J. A. DIAS**, son of Mr. Adolf Dias, aged 47 years, occupation business, holding Income Tax Card bearing PAN [REDACTED], Aadhar Card bearing No. [REDACTED] resident of House No. 23, Cana Benaulim, Salcete, Goa;
- (ii) **Mrs. DALLAS EULOGIA LUIZA REBELLO**, daughter of Shri. Bento Minguel Filipino Rebello, aged 43 years, occupation business, holding Income Tax Card bearing PAN [REDACTED] Aadhar card No. [REDACTED], resident of House No. 68, Igreja Ward, Near Church, Cavelossim, Salcete, Goa;

hereinafter referred to as the "**PROMOTER**" (which expression unless repugnant to the context and meaning thereof shall mean and include its representatives, successors-in-title, executors, administrators and assigns) of the **ONE 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**.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

WHEREAS there exists a landed property known as RUMADACHEM CATOLEM situated at Aquem-Alto, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No. 34,754 at folios 140 of Book No. B-89 of New Series, and surveyed under Chalta no. 73 of P. T. sheet no. 221 of Margao city, having an area of 1,151.00 sq. mts. and is better described in the **SCHEDULE A** hereunder written and is hereinafter referred to as the "SAID PROPERTY".

AND WHEREAS the SAID PROPERTY originally belonged to one Augusto Constancio Gomes and his wife, who vide Public Deed drawn on 28-01-1935 by Notary of Salcete, Shri Carlos Caetano De Souza at pages 67 overleaf to 69 overleaf of the Notarial Deeds Book No. 403, sold the same to Shri. Ramnath Sinai Matha alais Ramnata Pandurang Sinai Matha, and as such the same has been inscribed in this name in the Land Registration Records under Inscription No. 26955 of Book G no 33 at page 68 overleaf.

AND WHEREAS said Ramnata Pandurang Sinai Matha was married to Mrs. Laxmibai R. Matha, both of whom died on 30/12/1996 and 27/07/1989 respectively leaving behind their four children:

- (i) Panduranga R. S. Matha married to Kumudini Prabhu Lawande,
- (ii) Mirabai R. S. Matha married to Radhakrishna D. S. Rataboli,
- (iii) Mrs. Hirabai Matha married to Pralhad S. S. Hede
- (iv) Mr. Sripad S. Matha married to Suxama G. Caro

as sole and universal heirs.

AND WHEREAS said Panduranga R. S. Matha expired on 22/10/2005, leaving behind his widow Kumudini P. Matha and his three children, namely:

- (a) Mrs. Sandhya P. Matha married to Dinexa R. S. Manerkar;
- (b) Mr. Dinesh P. Matha married to Sharmili P. Audi
- (c) Mahesh P. Matha, bachelor,

as his sole and universal heirs.

AND WHEREAS that said Mr. Radhakrishna D. S. Rataboli expired on 30/08/2003, leaving behind him his widow Mirabai and sole son Datta R. Rataboli married to Deepa Jaganath S. Bhende, as his sole and universal heirs.

AND WHEREAS the heirs as detailed above have been declared so vide Deed of Succession dated 06/06/2008 drawn in the office of the Ex-officio Notary Public of Salcete at folios 32v to 34 of Deeds Book No. 1524 and in pursuance thereto the (i) Smt. Kumud Pandurang Matha (ii) Smt. Sandhya Dinesh Manerkar and her husband Shri. Dinesh Ramnath Manerkar (iii) Shri. Dinesh Pandurang Matha and his wife Smt. Sharmili Dinesh Matha (iv) Shri. Mahesh Pandurang Matha, (v) Shri. Shripad Ramnath Matha and his wife Smt. Sushama Sripad Sinai Matha, (vi) Smt. Mira Radhakrishna Rataboli (vii) Shri. Datta Radhacrisna Rataboli and his wife Smt. Deepa Datta Rataboli (viii) Smt. Hira Pralhad Sinai Hede and her husband (ix) Shri Pralhad Sadashiva Sinai Hede (hereinafter referred to as "Erstwhile Owners"), became joint owners of the SAID PROPERTY.

AND WHEREAS vide written understanding dated 23/07/2008 duly executed before Notary Shri. Menino Fernandes under no. 6861/08 (hereinafter referred to as 'Said Instrument'), the "Erstwhile Owners" authorized M/s Welworth Developers, a partnership firm, to develop the Said Property by constructing thereon multi-storeyed building, to be sold on ownership basis.

AND WHEREAS the SAID PROPERTY has development potential/Total Floor Area of 1726.50 Sq. meters.

AND WHEREAS the M/s Welworth Developers decided to develop the SAID PROPERTY by constructing two buildings, in a phased manner with the project name "*WELWORTH'S RAMNATH LAXIMIBAI HERITAGE*", by constructing Building No. 1 first followed by Building No. 2, being:

Building No. 1 on the North of the Said Property, by utilizing FAR of 79.52% (corresponding to 915.36 Sq. meters of Floor Area)

(hereinafter referred to as "Said Building No. 1") and

Building No. 2 on the South of the Said Property by utilizing FAR of 68.67% (corresponding to 790.416 Sq. meters of Floor Area)

(hereinafter referred to as "Said Building No. 2")

AND WHEREAS M/s Welworth Developers after obtaining necessary approvals and permissions constructed and completed the Said Building No. 1 and the same has been certified to be fit for occupation by Margao Municipal Council vide Occupancy Certificate dated 03/03/2017 issued under No. 3(OC)1/16-17/TECH/117/4344.

AND WHEREAS in pursuance to the mutual understanding (as detailed out in the Sale Deed dated 22/06/2020) arrived at between the Erstwhile Land Owners, said M/s Welworth Developers and the PROMOTER herein, the Erstwhile Landowners agreed to convey unto the PROMOTER undivided proportionate share in the land corresponding to the FAR of the Building No. 2 is 526.94 Sq. meters /1151.00 Sq. meters i.e. 45.78% of undivided share of the Said Property while said M/s Welworth Developers agreed to convey unto the PROMOTER all its development rights of the Said Building No. 2 and in pursuance thereto the PROMOTER commenced the construction of the Said Building No. 2.

AND WHEREAS pending the completion of the said Building No. 2, the parties decided to transfer the title of the undivided share in the land corresponding to the FAR of the Building No. 2 and accordingly vide Deed of Sale dated 22/06/2020 duly registered in the office of the Sub-Registrar, Salcete under Reg. No. _____, the Erstwhile Owners transferred undivided proportionate share in the land corresponding to the FAR of the Building No. 2 being 526.94 Sq. meters /1151.00 Sq. meters i.e. 45.78% of undivided share of the Said Property (hereinafter referred to as "Said Undivided Share" and described in SCHEDULE A1) while said M/s Welworth Developers transferred all its development rights of the Said Building No. 2 unto the PROMOTER.

AND WHEREAS in terms of the said Deed of Sale dated 22/06/2020, the PROMOTER is entitled to develop the SAID PROPERTY by constructing Said Building No. 2 therein with unfettered and exclusive right and authority to enter into third party agreements and or deeds in respect of all the premises proposed to be constructed in the SAID PROPERTY with the exclusion of premises as mentioned in the said deed.

AND WHEREAS the PROMOTER is entitled and authorised to construct building on the project land in accordance with the recitals herein above;

AND WHEREAS the PROMOTER is in possession of the "Said Undivided Share" of the SAID PROPERTY and is in the process of completing the Said Building No. 2 in terms of following licences and approvals:

- (i) Technical Clearance Order dated _____ under Ref. No. _____ issued by South Goa Planning and Development Authority, Margao, Goa;
- (ii) Construction License No. _____ dated _____ from Margao Municipal Council;

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

AND WHEREAS the construction of the Building No. 2 being the Phase II of Welworth's Ramnath Laximibai Heritage in the Said Property is proposed to be constructed with name " _____ "

AND WHEREAS the Allottee/s has/have agreed to purchase a Flat bearing number _____ on the _____ floor, (herein after referred to as the "Said Premises") in the Building called _____ (herein after referred to as the "Said Building");

The Development of the "Said Undivided Share" of the SAID PROPERTY/PROJECT LAND by constructing the 'Said Building' is hereinafter referred to as "SAID PROJECT".

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Panaji under No. _____; authenticated copy is furnished to the Allottee/s;

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

AND WHEREAS by virtue of the Deed of Sale dated 22/06/2020 the Promoter has sole and exclusive right to sell the premises in the Said Building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Promoter's premises and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection and copies to the Allottee/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. _____ 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 allottee/s has/have acknowledges the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

Promoter to the project land on which the Said Building is to be constructed were also furnished to the Allottee/s;

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 Said Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got all the approvals as detailed above from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Building wherever applicable and shall obtain the further 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 competent 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 competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the SAID BUILDING in accordance with the said approved plans;

AND WHEREAS the Allottee/s has/have approached the Promoter for purchase of a Premises in the Said Project after the ALLOTTEE/S being satisfied, having verified through his/her/their lawyer, that the title of the Said Undivided Share of the SAID PROPERTY/PROJECT LAND is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations, having been agreeable to the ALLOTTEE/S of his/her/their own will and accord, has/have expressed unto the PROMOTER his/her/their willingness to purchase Flat No. _____ admeasuring _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area, located on the _____ Floor of the Said Building of the Said Project for a total

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

consideration of Rs. _____/- (Rupees _____ Only). The consideration of Rs. _____ includes the cost of construction of the SAID PREMISES and undivided proportionate share in the land corresponding to the SAID PREMISES only (but excluding unused and future FAR), excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

This Flat No. _____ is more particularly described in the **SCHEDULE B** hereunder written and is hereinafter referred to as "SAID PREMISES". The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER is as specified in **SCHEDULE C** hereunder.

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the Said Premises is _____ square meters;

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

AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement for sale of Said Premises with the Allottee/s, 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 Promoter hereby agrees to sell and the Allottee/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:-

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

1. The Promoter shall construct the Said Building consisting of Stilt plus seven upper floors on the project land in accordance with the plans and designs as approved by the concerned competent authority from time to time wherever applicable. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Said Premises of the Allottee/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 four percent of carpet area) agreed to be sold to the ALLOTTEE/S. No approval of the ALLOTTEE/S shall be required to be obtained for variation (increase or decrease) upto four percent 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 ALLOTTEE/S hereby agree/s to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE/S the 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.

(ii) The ALLOTTEE/S shall be entitled to exclusive and irrevocable right to Parking Slot No. _____.

OR

This instrument does not guarantee any specific/reserved parking slot for the ALLOTTEE/S. The ALLOTTEE/S shall have right to common parking area on first sum first basis.

1(b) The total aggregate consideration amount for the Said Premises is thus Rs. _____/-

1(c) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the manner detailed out in **SCHEDULE D** 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 ALLOTTEE/S will also be paid by the PROMOTER in Indian rupees only.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER 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 payable by the Promoter) 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/taxes payable to the competent authority and/or any other increase in charges/ taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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/s, which shall only be applicable on subsequent payments.

(b) escalations/increases in case of changes suggested by the ALLOTTEE/S to the SAID PREMISES or in case the ALLOTTEE/S desire use of material/s other than standard material/s that shall be provided or used by the PROMOTER.

However it is made absolutely clear that the PROMOTER has absolute discretion not to entertain the request for change/changes in the plan as desired by the ALLOTTEE/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 ALLOTTEE/S. All such changes desired by the ALLOTTEE/S, should be within the rules and regulations of competent authorities.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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, subject

to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/s authorize/s 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/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter, subject to clause 6 contained herein later, shall abide by the time schedule for completing the project and handing over the Said Premises to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Allottee/s has/have paid all the consideration and other sums due and payable to the PROMOTER as per the agreement. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The PROMOTER hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the Said Undivided Share of the SAID PROPERTY is _____ square meters only and PROMOTER has planned to utilize FAR of _____ Sq. meters. The PROMOTER has disclosed the FAR of _____ sq. mtrs as proposed to be utilized by it on the SAID PROPERTY in the Said

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

Project and ALLOTTEE/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by the PROMOTER by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER only.

Further, if before the completion of the sale deeds of all the premises in the SAID PROJECT, if the FAR of the SAID PROPERTY increases, the same shall be for the benefit of the PROMOTER and the ALLOTTEE/S/PURCHASER/S shall have no right thereto. Further, the PROMOTER, at its absolute discretion, without the requirement of any consent of the ALLOTTEE/S can transfer the Development Rights (of unused FAR) to any other property owned by him.

3.1. The PROMOTER 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 ALLOTTEE/S shall be required to be obtained nor the ALLOTTEE/S shall create any obstruction to the PROMOTER from executing such additional construction to utilise the unused FAR of the SAID PROPERTY. As the unused FAR and or future increased FAR shall belong to the PROMOTER exclusively, the PROMOTER 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 ALLOTTEE/S shall be ever required to be obtained. However, if called upon by the PROMOTER and or any law requires obtaining of previous permission of the ALLOTTEE/S, the ALLOTTEE/S undertake to communicate necessary no objection for utilisation of or transfer of unused or future FAR by the PROMOTER, without any demand for money.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter .

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at his own option, may terminate this Agreement:

Provided that, PROMOTER shall give notice of seven days in writing to the ALLOTTEE/S, by email at the email address or by registered AD at the address provided by the ALLOTTEE/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 ALLOTTEE/S fails to rectify the breach or breaches mentioned by the PROMOTER 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 PROMOTER shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTER may in its absolute discretion think fit and in such case, no permission or consent of the ALLOTTEE/S shall be required to be obtained nor the ALLOTTEE/S shall be required to be joined in any such further transaction. If the ALLOTTEE/S refuse/s 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.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/S (subject to adjustment, deduction and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER) 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 ALLOTTEE/S to the PROMOTER but the PROMOTER shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 30% of the consideration of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the ALLOTTEE/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, if any, or proportionate share in the land.

Provided further, that in case, the ALLOTTEE/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, notwithstanding that such restoration shall be executed at a future date. In case the cost of such restoration exceeds the refundable

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

amount, the ALLOTTEE/S shall be liable to pay the differential amount to the PROMOTER within 8 days of such automatic termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the Promoter in the said building and the Said premises as are set out in Schedule E hereto.

6. The Promoter shall give possession of the Said Premises to the Allottee/s on or before ____ day of the month ____ of the year _____, subject to following proviso. If the Promoter fails or neglects to give possession of the Said Premises to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Said Premises 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. The PROMOTER shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/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.

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.
- (iii) Any delay on part of Corporation or any other Public or Statutory Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations/revision/renewal of plans to the said project under construction;
- (iv) Force-majeure causes or other reasons beyond the control of the PROMOTER.
- (v) 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.
- (vi) 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 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;

- (vii) Any additional work in the Said premises undertaken by the PROMOTER at the instance of the ALLOTTEE/S;
- (viii) Any delay or default by the ALLOTTEE/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTER under this Agreement).

The ALLOTTEE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession. The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER shall have sufficient time to complete the Said Project.

7.1 Procedure for taking possession.— The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Said Premises, to the Allottee/s in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the Promoter shall give possession of the Said Premises to the Allottee/s, provided all monies payable under this agreement are paid in full, the ALLOTTEE/S is not guilty of any violation of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

If the ALLOTTEE/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.

7.2 The Allottee/s shall take possession of the Said Premises within 15 days of the written notice from the promoter to the Allottee/s intimating that the Said Premises are ready for use and occupancy.

7.3 Failure of Allottee/s to take Possession of Said Premises upon receiving a written intimation from the Promoter as per clause 7.1 (including in case of refusal of service or deemed service), the Allottee/s shall take possession of the Said Premises from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Said Premises to the Allottee/s.

In case the Allottee/s fails to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises is 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. But the PROMOTER shall not be responsible or liable to rectify or pay compensation, where the defect is attributable to the acts of the ALLOTTEE/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. But the promoter may offer services to rectify such defects with charges. 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 ALLOTTEE/S or occupier of neighbouring premises cannot be and shall not be considered as defective work.

8. The ALLOTTEE/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it is approved. The ALLOTTEE/S shall use the parking space, if allotted, only for purpose of parking the vehicle. It is agreed that unless, this agreement reserves a particular parking space for the ALLOTTEE/S, the ALLOTTEE/S shall not have any right to parking slot.

9. The Allottee/s along with other Allottee/s(s) of premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

As the Society to be formed shall be maintenance society, the PROMOTER shall, transfer the title of the Said Premises along with undivided proportionate share in the Said Property corresponding to the Said Premises (with the exclusion of any unused or future FAR of the Said Property, which shall always be the property of the PROMOTER) by executing Sale Deed in favour of the ALLOTTEE/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate. In case the ALLOTTEE/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 PROMOTER as administrative charges for third party transfer. Administrative Charges payable to the PROMOTER 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 ALLOTTEE/S.

The ALLOTTEE/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 ALLOTTEE/S to the PROMOTER under this Agreement are fully paid up and only if the ALLOTTEE/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE/S has/have intimated in writing to the PROMOTER and obtained the written consent of the PROMOTER 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 PROMOTER unto the ALLOTTEE/S, without the consent of the PROMOTER shall be invalid.

No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Said Premises is ready for use and occupancy, the Allottee/s, irrespective of whether the Allottee/s has/have taken possession or not, shall be liable to bear and pay the proportionate of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

9.2 It is made clear that in respect of the premises remaining unsold in the said building complex, the PROMOTER shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER shall not be required to contribute towards annual maintenance of the said building complex/said development scheme corresponding to the unsold premises.

10. The ALLOTTEE/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTER whichever is earlier, pay to the PROMOTER, the following amounts :-

- (i) Rs. 10/- for share money, application entrance fee of the Society;
- (ii) Rs. 7500/-for formation and registration of the Society;
- (iii) such sum as payable towards Water, Electric, and other utility and services connection charges (at actual);
- (iv) such sum as payable towards electrical receiving, transformer and Sub-Station (at actual);
- (v) Rs. 12000/- as legal charges + GST, if any towards Sale Deed;
- (vi) such sum as payable towards infrastructure Tax on Said Premises (at actual);
- (vii) such amount as payable towards Stamp Duty and Registration Charges, as per the rate as prevailing at the time of registration.

11. The Allottee/s shall pay to the Promoter a sum of Rs. 7500/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws. Any amount remaining unspent, if any, from heads mentioned under clause 9, 10 and 11 shall be considered as clerical and administrative charges of the PROMOTER and shall not be refunded.

12. At the time of registration of sale deed, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

- i. The PROMOTER has the requisite rights to carry out development upon the Said Undivided Share of the Said Property and also has actual, physical and legal possession of the Said Undivided Share of the Said Property for the implementation of the Project;
- ii. The PROMOTER as on date has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Property and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no known encumbrances upon the said property or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the said property or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the 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 property and said premises shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, said premises and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/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 Undivided Share of the Said Property, including the Project and the Said Premises which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement but the PROMOTER is free to enter into any contract with third party to develop the said property or any part thereof and no permission of the ALLOTTEE/S shall be required;
- viii. The PROMOTER confirms that the PROMOTER as on date is not restricted in any manner whatsoever from selling the said premises to the ALLOTTEE/S in the manner contemplated in this Agreement;
- ix. The PROMOTER 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 ALLOTTEE/S undertakes to reimburse the PROMOTER 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 project land) has been received or served upon the PROMOTER in respect of the said property and/or the Project as on date.

14. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Said Premises may come, hereby covenants with the Promoter as follows:–

- i. To maintain the Said Premises at the ALLOTTEE/S own cost in good and tenantable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything to the Said Premises and 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;
- ii. 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 to the Said Premises on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach. The Elevator/Lift in the Building shall be for use of humans only. No pets or heavy equipments/furniture shall be allowed;
- iii. To carry out at ALLOTTEE/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 PROMOTER to the ALLOTTEE/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 ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable

for the consequences thereof to the concerned local authority and/or other public authority;

- iv. Not to demolish or cause to be demolished the Said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Premises or any part thereof, nor any alteration in the elevation and 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 tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Premises without the prior written permission of the PROMOTER and/or the Society;
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the said project in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the said land and the building in which the Said Premises is situated;
- vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, share of security deposit and other amounts as demanded by the PROMOTER, concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Said Premises 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 Said Premises by the ALLOTTEE/S to any purposes other than for purpose for which it is sold;
- ix. 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 name "MAJESTIC GRAND CO-OPERATIVE HOUSING MAINTENANCE SOCIETY LTD." or such other name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and 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 PROMOTER within seven days of the same being forwarded by the PROMOTER to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, so as to enable the PROMOTER 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;

- x. The ALLOTTEE/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 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/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;
- xi. The ALLOTTEE/S shall permit the PROMOTER and or SOCIETY and its 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 ALLOTTEE/S shall abide by the directions/requisitions made by the PROMOTER towards the upkeep and or maintenance of the said premises;
- xiii. If this agreement reserves parking slot for the ALLOTTEE/S, the ALLOTTEE/S shall strictly park his/her/their vehicle in the allotted parking space. No double Parking shall be allowed. No washing of the car shall be allowed but only Dry and Wet cleaning;
- xiv. The ALLOTTEE/S shall not be entitled to partition his/her/their share from the SAID PROPERTY;
- xv. The ALLOTTEE/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 PROPERTY;
- xvi. The ALLOTTEE/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES and the facade of the Building in the same forms the PROMOTER constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER;

- xvii. The ALLOTTEE/S agree to abide by the rules specified by the PROMOTER to not install or erect any Box-type Grills or any other design other than as specified by the PROMOTER to maintain the uniformity of the elevation;
- xviii. The ALLOTTEE/S agree/s to install the external units of the Air Conditioners only in the place as specified by the PROMOTER;
- xix. The ALLOTTEE/S shall agree to adhere to The Goa Land Development and Building Construction Regulations and abstain from erecting or installing any temporary or permanent structure made up of M.S. structure with G.I. sheets/any other roofing material in the balcony or any other open space;
- xx. The ALLOTTEE/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 PROMOTER;
- xxi. The ALLOTTEE/S shall agree to not make any changes to the landscaping work, if any, 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 PROMOTER;
- xxii. The ALLOTTEE/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;
- xxiii. The Said Project may be completed in Phased manner and the ALLOTTEE/S shall not create any obstruction to the PROMOTER in completing the development in such phases as desired or in undertaking and completing the additional construction possible due to utilisation of unused FAR/increased FAR;
- xxiv. No feeding to pigeons or stay animals in and around the Said project;
- xxv. For any violation of the obligation of the ALLOTTEE/S arising from this agreement, the ALLOTTEE/S shall be liable to pay within seven days of demand a sum of Rs. 50,000/- per breach of obligation. Any payment thereafter shall attract interest @ 9% p.a. from the date of demand till the said amount is paid;
- xxvi. The Terrace area shall be for common use of purchasers of various premises in the Said Building and shall not be used for private purpose except for installing Cable TV antenna;
- xxvii. The name of the said project shall be WELWORTH'S RAMNATH LAXIMIBAI HERITAGE PHASE II and that of the Society that shall be formed shall be named "**WELWORTH'S RAMNATH LAXIMIBAI HERITAGE** Co-operative Maintenance Housing Society Ltd." at all times which the ALLOTTEE/S agree/s not to change individually or in association with

the owners of the other premises in the said project. The Society of the building under Phase II and the one constructed in Phase I shall form common society.

15. It is made clear that in respect of the premises remaining unsold in the said building, whether before or after the formation of society and maintenance of the Said Building by such society, the PROMOTER shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER shall not be required to contribute towards annual maintenance of the said building complex/said development scheme corresponding to the unsold premises.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. 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 Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Said Premises along with the proportionate indivisible share hereby agreed to be sold to him/her/them. All unsold or unallotted inventory shall continue to remain the property of the promoter until sold/allotted.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Premises 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/s who has taken or agreed to take Said Premises.

19. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15

(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever but after deducting 10% of the amount paid towards breach.

20. 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.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/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 ALLOTTEE/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.

23. 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.

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

Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment, in common with other ALLOTTEE/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTER on the super built up area of the said premises and borne by the ALLOTTEE/S accordingly.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

25. 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.

26. 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/s, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

27. The Allottee/s 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.

28. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s 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/s
(Allottee/s’s Address) _____
Notified Email ID:

Name of PROMOTER
PRETTY HOMES BUILDERS AND DEVELOPERS,
Principal office at 203, Mapari Audi Plaza Co-operative Housing Society, Erasmo Carvalho Street,
Margao
Notified Email ID: _____

It shall be the duty of the Allottee/s 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

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

29. JOINT ALLOTTEE/S

That in case there are Joint Allottee/ss all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/ss.

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and sale deed shall be borne by the Allottee/s.

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

32. GOVERNING LAW

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

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

SCHEDULE-A

(Description of the SAID PROPERTY)

ALL THAT landed property known as RUMADACHEM CATOLEM situated at Aquem-Alto, within the area of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No. 34,754 at folios 140 of Book No. B-89 of New Series, and surveyed under Chalta no. 73 of P. T. sheet no. 221 of Margao city, having an area of 1,151.00 sq. mts. and bounded as under:

EAST	:	by property under Chalta no. 91 of P.T. Sheet No. 221;
WEST	:	by property under Chalta no. 69 of P.T. Sheet No. 221;
NORTH	:	by 3 mts wide public road,

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

SOUTH : by property under Chalta no. 74 of P.T. Sheet No. 221.

SCHEDULE A1

(OF THE SAID UNDIVIDED SHARE hereby sold)

All that undivided 526.94 Sq. meters/1151.00 Sq. meters of the SAID PROPERTY described in SCHEDULE A above.

SCHEDULE B

(OF THE SAID PREMISES)

ALL THAT Flat No. _____ admeasuring _____ Sq. metres of super built-up area corresponding to _____ Sq. meters of Carpet Area, located on the _____ floor of the Building known as "WELWORTH'S RAMNATH LAXIMIBAI HERITAGE PHASE-II" under construction in the property described in Schedule A1 above and is bounded as under:

On the East : by _____;

On the West : by _____;

On the North : by _____;

On the South : by _____.

The SAID PREMISES is better identified in the PLAN annexed hereto.

SCHEDULE C

(AREA STATEMENT OF THE SAID PREMISIES)

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 D

(PAYMENT SCHEDULE)

The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall make the payment to the PROMOTER 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	10% Rs.
ii)	On the completion of basement	____% Rs.
iii)	On completion of Ground Floor	____% Rs.
iv)	On the completion of 1 st Slab	____% Rs.
v)	On the completion of 2 nd Slab	____% Rs.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

vi) On the completion of 3rd Slab	___%	Rs.
vii) On the completion of 4th Slab	___%	Rs.
viii) On the completion of 5th Slab	___%	Rs.
ix) On the completion of 6th Slab	___%	Rs.
x) On Completion of roof slab	___%	Rs.
xi) On Completion of latterite masonry	___%	Rs.
xii) On completion of Internal plastering	___%	Rs.
xiii) On completion of tiles fitting	___%	Rs.
<u>xiv) At the time of Occupancy</u>	___%	Rs.
TOTAL	100%	Rs. /-

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

SCHEDULE E
(Project Specification)

1. **STRUCTURE:**
2. **MASONARY (Walls):**
3. **PLASTER:**
4. **FLOORING:**
5. **ELECTRICALS (No fixtures and fittings)**
6. **PAINTING:**
7. **WATER SUPPLY, PLUMBING & DRAINAGE:**

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.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

PRETTY HOMES BUILDERS AND DEVELOPERS

represented herein by its Partners :

(i) Mr. SIDNEY J. A. DIAS

The partner of the party of the First Part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF Mr. SIDNEY J. A. DIAS

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mr. SIDNEY J. A. DIAS

(ii) Mrs. DALLAS EULOGIA LUIZA REBELLO

The partner of the party of the First Part

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF Mrs. DALLAS EULOGIA LUIZA REBELLO

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF Mrs. DALLAS EULOGIA LUIZA REBELLO

SIGNED, SEALED 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.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

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

Thumb	Index finger	Middle finger	Ring finger	Little finger

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

Witnesses:

- 1.
- 2.

Mr. Sidney Dias Mrs. Dallas Eulogia Luiza Rebello Mr./Mrs./Miss _____