

AGREEMENT

THIS AGREEMENT is made and executed at Margao, Salcete, Goa, on this _____ day of _____ of the year 2017;

BETWEEN

M/s. **AKAR INFRA & REALTY**, a Partnership Firm, duly registered under the Indian Partnership Act, 1932, with the Registrar of Firms at Margao, Goa, under No. MGO-F256-2013 on 20-11-2013, having its Registered Office at 2nd Floor, Lake Plaza, Opp. Nehru Stadium, Fatorda, Margao, Goa 403602; holding Income Tax PAN AAYFA7243B, Email ID: info_goa@akarrealty.com; represented herein by all its Partners;

- (a) Mr. **AVINASH BORKER**, son of Sadanand Borker, aged about 58 years, Indian National, business, holding Income Tax PAN ACAPB5784E, Aadhaar Card No. 8922-0095-2357, Email ID: avinash@akarrealty.com; Mobile No: 9822103128, married; and
- (b) Mrs. **SANDHYA BORKER**, daughter of Umanata Corongoto, aged about 57 years, Indian National, married, business person, holding Income Tax PAN AHHPB7825Q, Aadhaar Card No. 5526-5466-8830, Email ID: avinash@akarrealty.com; Mobile No: 9822103128 ;
- (c) Mr. **CHINMAI BORKER**, son of Avinash Borker, aged about 31 years, Indian National, business, holding Income Tax PAN AJBPB3518J, Aadhaar Card No. 4356-0175-7023, Email ID: chinmay@akarrealty.com; Mobile No: 9657566280, married; all residents of Flat No. T-6/7/8, P.M. Dias Residency, Borda, Margao, Goa 403602;

hereinafter referred to as “**the PROMOTER**” (which expression shall mean and include all its Partners, heirs, successors-in-office, legal representatives, administrators, executors and assigns) of the FIRST PART;

AND

1. Mr. _____, son of _____, aged about _____ years, Indian National holding Income Tax PAN. _____, married, occupation _____; and his wife,
2. Mrs. _____, daughter of _____, aged about _____ years, Indian National holding Income Tax PAN. _____, occupation _____, both residents of House No. _____, _____; hereinafter referred to as “**the ALLOTTEE**” (which expression shall mean and include their heirs, successors, legal representatives, administrators, executors and assigns) of the SECOND PART;

WHEREAS the Partners of **the PROMOTER** by names, Mr. Avinash Sadanand Borker and Mrs. Sandhya Avinash Borker, mentioned above, are represented herein for themselves and on behalf of **the PROMOTER**, by their Constituted Attorney, Mr. **Chinmai Avinash Borker**, who is cited above as the third Partner of **the PROMOTER**, by virtue of Power of Attorney dated 13-02-2014 executed before the Sub-Registrar of Salcete at Margao, Goa, under No. MGO-BK4-00017-2014, CD No. MGOD75 on 13-02-2014, a notarised true copy whereof is being presented to the Sub-Registrar of Salcete at the time of presentation of this Agreement before him for registration under The Indian Registration Act, 1908;

AND WHEREAS there exists in the village of Cuncolim, within the limits of Cuncolim Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa, a property being the land denominated “**CUTTUBONA CHARAMURDY**”, which property is more fully described in the **SCHEDULE-I** hereinafter appearing and hereinafter referred to as “the entire property”, for the sake of brevity and convenience;

AND WHEREAS, as per the Remark No. 1 entered against the Description No. 7666 of Book-B. No. 3 of the old series of the Land Registration Office of Quepem entered with effect from 25.01.1876, half share of the entire property is inscribed in the name of Mr. Joao Luis

Columbano Fernandes and his wife, Mrs. Maria Deodita Morais, on account of the Gift made in their favour by their mother-in-law/mother by name, Mrs. Rosa Catarina vide the Public Deed drawn by Notary of Salcete, Mr. Fillipe Nery Floriano Alvares on 10.01.1876 at pages 56 (overleaf) of his Notarial Book No. 87;

AND WHEREAS, with effect from 19.07.1930 and under Inscription No. 10120 of Book-G. No. 14 of the Land Registration Office of Quepem, the remaining half share of the entire property has been inscribed in favour of Mr. Tito Rafael Jose Antonio Vas on account of the purchase made by him vide the Public Deed dated 09.02.1919 drawn by Interim Notary of Salcete, Mr. Carapurcar at pages 25 (overleaf) to 26 (overleaf) of his Notarial Book No. 272 from Mr. Joao Faustino Pereira de Andrade and his wife, Mrs. D. Maria Benicia Marcelina das Augustias Rodrigues, who, on their turn, had purchased the same in the Public Judicial Auction held by the Civil Court of Judicial Division of Salcete in the Orfanological Inventory Proceedings initiated upon the death of Mr. Carlos Assumpcao Fernandes for the satisfaction of his household debt;

AND WHEREAS, in the Inventory Amongst Majors Proceedings No. 18821/73 filed before the Civil Judge, Senior Division of Salcete, upon the death of Mr. Antonio Felix dos Martires de Assumpcao Fernandes, it is disclosed that the properties possessed by said deceased were inherited by him from his predecessors by names Joao Luis Columbano Fernandes, Carlos de Assumpcao Fernandes, Antonio Roque Vidiciano Fernandes and Tito Rafael Jose Antonio Vas, which shows that both the said two half shares of the original owners, Mr Joao Luis Columbano Fernandes and Mr. Tito Rafael Jose Antonio Vas, were inherited by the deceased Mr. Antonio Felix dos Martires de Assumpcao Fernandes i.e. to say he became the owner of the entire property upon deaths of both the original owners viz. Mr Joao Luis Columbano Fernandes and Mr. Tito Rafael Jose Antonio Vas;

AND WHEREAS, in the said Inventory Amongst Majors Proceedings No. 18821/73, the entire property is described under Item No. 16 of the

description of assets of the deceased Mr. Antonio Felix dos Martires de Assumpcao Fernandes and vide the Final Order dated 21.11.1974 of the Civil Judge, Senior Division of Salcete at Margao, the said property was allotted to his heir, Mr. Antonio Vidiciano de Assumpcao Fernandes;

AND WHEREAS the said Mr. Antonio Vidiciano de Assumpcao Fernandes died as a bachelor on 29-06-2002, and, in the Public Deed of Cession and Succession drawn by Ex-Officio Notary Public of Salcete on 09.06.2004 at pages 16 onwards of his Deeds Book No. 1464, his brother Mr. Antonio Silvano de Assumpcao Fernandes has been declared as the sole heir of the said late Mr. Antonio Vidiciano de Assumpcao Fernandes;

AND WHEREAS, vide the Deed of Sale dated 14.09.2007 duly registered in the Office of the Sub-Registrar of Salcete under no. 4653 at pages 213 to 244 of Book No. I, Volume No. 2648 on 04.10.2007, the said owner, Mr. Antonio Silvano de Assumpcao Fernandes along with his wife, Mrs. Angela Imaculada Fernandes sold to M/s. Bright Developers, a Partnership firm, the southern part admeasuring 72,425 square meters of the entire property;

AND WHEREAS, further, vide the Deed of Sale dated 13.04.2009 duly registered in the Office of the Sub-Registrar of Salcete under No. 1792 at pages 1 to 17 of Book No. I, Volume No. 3371 on 27.04.2009 the said owner, Mr. Antonio Silvano de Assumpcao Fernandes along with his wife, Mrs. Angela Imaculada Fernandes sold to the said Partnership firm of M/s. Bright Developers, the northern part i.e. the remaining part admeasuring 21,600 square meters, of the entire property;

AND WHEREAS, thus, the said Partnership firm of M/s. Bright Developers became the exclusive owner in possession of the entire property, which is more fully described in **SCHEDULE-I** hereto;

AND WHEREAS the entire property was earlier surveyed, along with the neighbouring lands, under the common Survey No. 146/15 of Cuncolim Village in the name of the family of "Gomes";

AND WHEREAS, vide Judgment dated 10-03-1989 passed in D.C. No. 192 and D.C. No. 488 of Cuncolim Village, the said original Survey No. 146/15 of Cuncolim Village was partitioned into three survey holdings, namely, Survey No. 146/15, 146/18 and 146/19, and the entire property described in the **SCHEDULE-I** hereto is exclusively and separately allotted the Survey No. 146/19 of Cuncolim Village;

AND WHEREAS the said Partnership firm of M/s. Bright Developers had proposed a scheme for development of the north-eastern part of the entire property which part has an area of **18,482.84 square meters**, by subdividing such part into smaller plots and to construct independent bungalows and/or row-bungalows in such plots, and had named such scheme as "Serenity Acres";

AND WHEREAS, for the purpose of such development, the said Partnership firm of M/s. Bright Developers has already obtained following permissions:-

- (a) Order for Conversion of Use of Land from agriculture to non-agriculture, granted by the Collector of South Goa, Margao, under Sanad No. COL/SG/CONV/03/2007 dated 27-02-2008, for an area of in respect of the said land admeasuring 21,600 square meters;
- (b) Order for Conversion of Use of Land from agriculture to non-agriculture, granted by the Addl. Collector of South Goa, Margao, under Sanad No. AC-II/SG/CONV/66/ 2007 dated 04-02-2008, for an area of in respect of the said land admeasuring 72,425 square meters;
- (c) Final NOC for sub-division of land in respect of Plots No. 1 to 20 granted by Town & Country Planning Department, Margao, vide their letter No. TPM/Sub-div/Cun/146/19/ 09/1754 dated 12-11-2009 with due approval of the plan there under;
- (d) Final NOC for sub-division of land in respect of Plots No. 21 to 43 granted by Town & Country Planning Department, Margao, vide their

letter No. TPM/Sub-div/Cun/146/19/ 2011/3989 dated 03-08-2011 with due approval of the plan there under;

- (e) Final NOC for sub-division of land (in respect of Plots No. 1 to 20) granted by Cuncolim Municipal Council, Cuncolim, Goa, vide their letter No. CMC/Tech/sub-div/2009-10/2809 dated 20-11-2009 with due approval of the plan there under;
- (f) Final NOC for sub-division of land in respect of Plots No. 21 to 43 granted by Cuncolim Municipal Council, Cuncolim, Goa, vide their letter No. CMC/Tech/sub-div/2011-12/1178/12 dated 22-08-2011 with due approval of the plan there under;

AND WHEREAS the remaining land of the entire property is undeveloped;

AND WHEREAS the said M/s. Bright Developers is a partnership firm constituted under the Indian Partnership Act, 1932, and its constitution has been changed from time to time and w. e. f. 28-11-2012, Mr. Mohammed Ayyub Moulana, and Mrs. Nazima Banu, are the only partners of thereof;

AND WHEREAS the said Partnership firm of M/s. Bright Developers sold to **the PROMOTER** some of such sub-divided plots being the Plots No. 21, 22, 23, 24, 29, 30, 31, 32, 33 and 34 thereof vide Deed of Sale dated 23.01.2014 duly registered with Sub-Registrar of Salcete under Registration No. MGO-BK1-00392-2014 stored in CD No. MGOD74 on 23.01.2014;

AND WHEREAS, vide six different Deeds of Sale, four of which are dated **23-01-2014** and all duly registered in the office of the Sub-Registrar of Salcete at Margao, Goa, being one under Registration No. MGO-BK1-00386-2014 stored in CD No. MGOD74 on 23.01.2014, the second under **Registration No. MGO-BK1-00394-2014 stored in CD No. MGOD74 on 23.01.2014**, the third under Registration No. MGO-BK1-00395-2014 stored in CD No. MGOD74 on 23.01.2014, the fourth under Registration No. MGO-BK1-00396-2014 stored in CD No. MGOD74 on 23.01.2014, the fifth Deed of Sale dated 14.05.2014 registered in the office of the Sub-

Registrar of Salcete at Margao, Goa, under Registration No. MGO-BK1-02315-2014 stored in CD No. MGOD77 on 14.05.2014, and the sixth Deed of Sale dated 08-03-2017 registered in the office of the Sub-Registrar of Salcete at Margao, Goa, under Registration No. MGO-BK1-01017-2017 stored in CD No. MGOD100 on 08.03.2017 **the PROMOTER** has also purchased from M/s. Bright Developers the distinct parts or parcels of the above referred un-developed portion of the entire property from the said erstwhile owner;

AND WHEREAS **the PROMOTER** is thus entitled and enjoined upon to develop the distinct parts or parcels purchased by **the PROMOTER**, in accordance with the recitals hereinabove mentioned;

AND WHEREAS it is agreed between said firm of M/s. Bright Developers and **the PROMOTER**, that the development of the entire property by sub-dividing the same into smaller plots and to construct villas and/or twin-villas and/or row-villas in such plots shall be named as “**AKAR SUBURBIA**” by abandoning its earlier scheme name of ‘Serenity Acres’;

AND WHEREAS, accordingly, **the PROMOTER** has proposed a scheme for development of the entire property excluding the portion already developed by M/s. Bright Developers, by sub-dividing the same into smaller plots and by constructing independent Villa/Twin-Villas/Row-Villas on such sub-divided plots;

AND WHEREAS, for the purpose of development of such un-developed portion of the entire property, **the PROMOTER** has obtained following approvals:-

- (a) **Provisional NOC** for sub-division granted by Town & Country Planning Department, Margao, Goa, vide its letter bearing Reference No. TPM/19913/Cun/146/ 19/Sub-Div/14/2463 dated 03.06.2014;
- (b) **Provisional NOC** for sub-division granted by Cuncolim Municipal Council, Cuncolim, Salcete, Goa, vide its letter bearing Reference No.

201/CMC/ADM/ TECH/ 2014-15/2178 dated 03.11.2014, with due approval of the provisional sub-division plan;

AND WHEREAS after completion of part of the development works of the un-developed portion of the entire property, **the PROMOTER** has obtained the following approvals:-

- (a) **Final NOC** (Phase-III Part) for sub-division granted by Town & Country Planning Department, Margao, Goa, vide its letter No. TPM/19913/Cun/146/19/15/5369 dated 09-11-2015;
- (a) **Final NOC** (Phase-III Part) for sub-division granted by Cuncolim Municipal Council, Cuncolim, Salcete, Goa, in respect of 39 plots (i.e. Plots No. 51 to 56, 65, 66, 67, 70, 72, 74, 76, 77, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96 to 99-A, 99-B, 100, 112 and 124 to 132) vide its letter No. CMC/Tech/2015-16/3757 dated 12-02-2016, with due approval of the sub-division plan;

AND WHEREAS, as stated hereinabove, vide the **Deed of Sale** dated **23-01-2014** duly registered in the office of the Sub-Registrar of Salcete at Margao, Goa, under Registration No. MGO-BK1-00394-2014 stored in CD No. MGOD74 on 23.01.2014, the **VENDOR** has purchased from the said M/s. Bright Developers, a parcel of land admeasuring 3,388.70 square meters of the entire property, which parcel now comprises within it the sub-divided Plots No. 100 and 112;

AND WHEREAS such sub-divided **Plots No. 100 and 112** is hereinafter referred to as “the Project Land” and more fully described in the **SCHEDULE-II** hereinafter appearing, and **the PROMOTER** is in possession of the Project Land;

AND WHEREAS the **PROMOTER** has proposed to construct series of Row-Villas in the Project Land, and is hereinafter referred to as “the Project” for the sake of brevity and convenience;

AND WHEREAS the **PROMOTER** has obtained following permissions and licences for the Project:-

- (a) **Technical Clearance Order** No. TPM/28201/Cun/146/19/Pl.no.100/872 dated 17-02-2016 issued by the Town & Country Planning Department, Margao, Goa, in respect of Plot No. 100;
- (b) **Technical Clearance Order (Revised Plans)** No. TPM/28201/Cun/146/19/Pl.no.100/16/3571 dated 27-07-2016 issued by the Town & Country Planning Department, Margao, Goa, in respect of Plot No. 100;
- (c) **Construction Licence** No. 201/CMC/TECH/LIC/2016-17/34/3968 dated 03-03-2016 issued by the Cuncolim Municipal Council, Cuncolim, Salcete, Goa, for construction of 09 (nine) residential row-villas in the Project Land (i.e. Plot No. 100), with due approval of the plans thereunder;
- (d) **Revised Construction Licence** No. 201/CMC/TECH/LIC/2016-17/34/2235 dated 03-08-2016 issued by the Cuncolim Municipal Council, Cuncolim, Salcete, Goa, for construction of 03 (three) residential row-villas in the Project Land (i.e. Plot No. 100), with due approval of the plans thereunder;
- (e) **Technical Clearance Order** No. TPM/28385/Cun/146/ 19 Pl.no.112/2016/3409 dated 15-07-2016 issued by the Town & Country Planning Department, Margao, Goa, in respect of Plot No. 112;
- (f) **Construction Licence** No. 201/CMC/TECH/LIC/2016-17/2298/19 dated 05-08-2016 issued by the Cuncolim Municipal Council, Cuncolim, Salcete, Goa, for construction of 12 (twelve) residential row-villas in the

Project Land (i.e. Plot No. 112), with due approval of the plans thereunder;

AND WHEREAS **the ALLOTTEE** is offered one of the Row-Villas bearing No. _____ (hereinafter referred to as the said “Row-Villa”) in the Project, to be constructed by **the PROMOTER**;

AND WHEREAS **the PROMOTER** has engaged M/s. **Sawant & Associates**, Architects, Engineers & Interior Designers, as Architect for the Project, who is registered with the Council of Architects and;

AND WHEREAS **the PROMOTER** has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016, with the Goa Real Estate Regulatory Authority, under No. _____ dated _____, authentic copy is attached as **ANNEXURE-F** to this Agreement;

AND WHEREAS **the PROMOTER** has appointed Mr. **Milind Hegde**, as Structural Engineer for the preparation of the structural design and drawings of the Row-Villas and **the PROMOTER** accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project;

AND WHEREAS in view of the purchase of the Project Land made by **the PROMOTER**, **the PROMOTER** has sole and exclusive right to sell the Row-Villas to be constructed by **the PROMOTER** on the Project Land and to enter into Agreement/s with the allottee(s)/s of the Row-Villas, and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from **the ALLOTTEE**, **the PROMOTER** has given inspection to **the ALLOTTEE** of all the documents of title relating to the entire property including the Project Land, permissions and licenses including the plans, designs and specifications prepared by **the PROMOTER**'s Architect, Engr. Mr. Uday Sawant of M/s.

Sawant & Associates, and of such other documents as are specified under The Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS following are annexed to this Agreement forming integral part thereof:-

- (a) **Annexure-A** - the authenticated copies of **Certificate of Title** issued by the advocate of **the PROMOTER**;
- (b) **Annexure-B** - the authenticated copy of **Survey Records** in **Form No. I & XIV** of Survey No. 146/19 of village Cuncolim;
- (c) **Annexure-C** - the authenticated copy of the **Layout Plan of the Project Land** as approved by the concerned Local Authority, also showing portion of the Project Land;
- (d) **Annexure-D** - the authenticated copy of the **Layout Plan** of the Row-Villa and according to which the construction of the Row-Villa is proposed;
- (e) **Annexure-E** - the authenticated copy of the **specifications** of the Row-Villa;
- (f) **Annexure-F** – the authentic copy of the Registration Certificate of the Project, granted by the Goa Real Estate Regulatory Authority;

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 Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Row-Villa shall be granted by the concerned local authority;

AND WHEREAS **the PROMOTER** has accordingly commenced construction of the Project in accordance with the said proposed plans;

AND WHEREAS “carpet area” means the net usable floor area of the Row-Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Row-Villa for exclusive use of **the ALLOTTEE** or veranda area and exclusive open terrace area appurtenant to the Row-Villa for exclusive use of **the ALLOTTEE**, but includes the area covered by the internal partition walls of the Row-Villa;

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

AND WHEREAS, prior to the execution of these presents, **the ALLOTTEE** has paid to **the PROMOTER**, a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Row-Villa agreed to be sold by **the PROMOTER** to **the ALLOTTEE**, as advance payment or application fee (the payment and receipt whereof **the PROMOTER** doth hereby admit and acknowledge) and **the ALLOTTEE** has agreed to pay to **the PROMOTER** the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under section 13 of the said Act **the PROMOTER** is required to execute a written Agreement for sale of the Row-Villa with **the ALLOTTEE**, being in fact these presents and also to register said Agreement under the Registration Act, 1908, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, **the PROMOTER** hereby agrees to sell and **the ALLOTTEE** hereby agrees to purchase the Row-Villa.

The **ALLOTTEE** hereby expressly confirms that the **ALLOTTEE** has agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the above cited development writings, plans, documents, orders, layout scheme/project, including the terms and conditions, rights and entitlements available to and reserved by the **PROMOTER** as contained in these presents;

The **PROMOTER** has disclosed to the **ALLOTTEE** and to the full satisfaction of the **ALLOTTEE**, the full and true nature of its title to the Project Land, on which the said Project containing Row-Villas are proposed to be constructed and such title has been duly certified by an Advocate of not less than 03 (three) years standing; and it is hereby clarified that the title to the Project Land is in favour of the **PROMOTER**;

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunto record such terms of agreement.

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

Definitions:

1. For the purposes of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-
 - (a) "Act" shall mean The Real Estate (Regulation and Development) Act, 2016.
 - (b) "the entire property" shall mean the property described in the **SCHEDULE-I** hereinafter written at the conclusion of this Agreement;
 - (c) "the Project Land" shall mean the approved sub-divided plots forming part of the entire property, which plots are more fully described in the **SCHEDULE-II** hereinafter written at the conclusion of this Agreement;

- (d) “portion of the Project Land” shall mean undivided part or portion of the Project Land as described in the **SCHEDULE-III** hereinafter written at the conclusion of this Agreement;
- (e) “the Project” shall mean the series of Row-Villas to be constructed in the Project Land”
- (f) “the Row-Villa” shall mean the Row-Villa as described in the **SCHEDULE-IV** hereinafter written at the conclusion of this Agreement;
- (g) “Rules” shall mean 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;
- (h) “service” in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his office staff or family member; but in case it is sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.

Project name:

2. The name of the project i.e., of the Row-Villas to be constructed by **the PROMOTER** in the Project Land shall be “**AKAR SUBURBIA – ROW VILLAS**” or shall be such name as **the PROMOTER** may decide at their own sole discretion.

Transaction:

3. **The PROMOTER** shall construct, on their own account, the Project consisting of series of Row-Villas, proposed by them to be constructed in the Project Land, and thereafter **the PROMOTER** shall sell or otherwise convey unto **the ALLOTTEE**, the Row-Villa described in the

SCHEDULE-IV hereto and layout of which is as shown in the **ANNEXURE-D** annexed hereto in red colour hatched lines, along with ideal and undivided proportionate right/share in the Project Land, which share is more fully described in the **SCHEDULE-III** hereto and hereinafter referred to as “portion of the Project Land”; and shall also handover to **the ALLOTTEE**, the exclusive possession of such portion of the Project Land, as shown in the **ANNEXURE-C** annexed hereto in red colour hatched lines. **The ALLOTTEE** shall bear the cost of the stamp duty and registration fee for transfer of portion of the Project Land and the Row-Villa.

4. **The ALLOTTEE** shall not have any right to possess or occupy the other part or portion of the Project Land and to the fruits, yield or income therefrom. **The ALLOTTEE** shall not interfere in such other part or portion of the Project Land.
5. **The PROMOTER** shall confirm the final carpet area that has been allotted to **the ALLOTTEE** after the construction of the Row-Villa is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a **variation cap of four percent** due to normal engineering tolerances and/or construction allowances, and if due to such factors if the area is affected, **the ALLOTTEE** shall have no claim of whatsoever nature against **the PROMOTER**. 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 more than the allowed variation then **the PROMOTER** shall refund the excess money paid by **the ALLOTTEE** within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by **the ALLOTTEE**. If there is any increase in the carpet area allotted to **the ALLOTTEE**, **the PROMOTER** shall demand additional amount from **the ALLOTTEE** as per the next milestone of

the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

6. It shall be obligatory upon **the PROMOTER** to construct the Row-Villa, so to be purchased by **the ALLOTTEE**, upon minimum compliance of the specifications contained in the **ANNEXURE-E** hereto.
7. **The PROMOTER** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Row-Villa to **the ALLOTTEE**, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Row-Villa.

Consideration & payment thereof:

8. The aggregate amount, inclusive of the sale price of the Row-Villa, the sale price of portion of the Project Land, payable by **the ALLOTTEE** to **the PROMOTER** in respect of the sale of the Row-Villa and portion of the Project Land hereby agreed to be made in favour of **the ALLOTTEE** shall be **Rs. -----/-** (Rupees ----- -- only) and the same shall be paid in the manner mentioned in **SCHEDULE-V** hereinafter appearing ("Payment Plan").
9. The total price consideration mentioned hereinabove shall be payable by **the ALLOTTEE** only to **the PROMOTER** by way of crossed account payee cheque or Banker's demand draft or pay order, payable at Margao, Goa, as per the Payment Plan. However, in this sole discretion and subject to the restriction put by any law in force, **the PROMOTER** may receive any amount in cash from **the ALLOTTEE**.
10. No amount paid by the Cheque, Demand Draft or Pay Order, shall be deemed to have been received by **the PROMOTER**, until the value thereof is realised in the Bank Account of **the PROMOTER**.

11. The total price mentioned above excludes Taxes (consisting of tax paid or payable by **the PROMOTER** by way of Value Added Tax, Service Tax, GST, Cess, Infrastructure Tax 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 Row-Villa.
12. **The PROMOTER** intends to set up a club house in a neighbourhood plot to maintain customer relation and **the PROMOTER** has offered to give membership thereof to **the ALLOTTEE** for the first four years from the date of set up of such club house. It is clarified that setting up of such club house and its membership shall not be construed as an entitlement of **the ALLOTTEE** under this Agreement. The terms and conditions for the membership, to the club house, intended to be set up by **The PROMOTER** at a future date, shall be defined by the standard membership document of the said club house, which shall be signed and executed by **The ALLOTTEE** while commencing the membership of the said club house.
13. The above price consideration is inclusive of (a) legal expenses towards preparing this Agreement; (b) Society or other entity formation expenses, including share capital and membership thereof; (c) expenses towards electricity connection; and (d) expenses towards water connection.
14. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies, and government from time to time. **The PROMOTER** undertakes and agrees that while raising a demand on **the ALLOTTEE** for increase in development charges, costs or levies imposed by the competent authorities etc., **the PROMOTER** shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to **the ALLOTTEE**, which shall only be applicable on subsequent payments.

15. **The PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal instalments payable by **the ALLOTTEE** on such terms and conditions as the parties mutually agreed upon. The provision for allowing rebate shall not be subject to any revision/withdrawal, once granted to **the ALLOTTEE** by **the PROMOTER**.
16. **The ALLOTTEE** authorizes **the PROMOTER** to adjust/ appropriate all payments made by **the ALLOTTEE** under any head(s) of dues against lawful outstanding, if any, in the name of **the ALLOTTEE** as **the PROMOTER** may in its sole discretion deem fit and **the ALLOTTEE** undertakes not to object/demand/direct **the PROMOTER** to adjust the payments in any manner.

Compliance of obligations under FEMA:

17. If **the ALLOTTEE** are not Indian Citizens, but are Indian Citizens Residents Outside India or Persons of Indian Origin but had earlier held Indian passport, then all the payment under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further **the ALLOTTEE** shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, and the Rules and Regulations made there under.

Essence of contract:

18. Time is essence for **the PROMOTER** as well as **the ALLOTTEE**. **The ALLOTTEE** shall make timely payments of the instalment and other dues payable by **the ALLOTTEE** and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by **the PROMOTER** as provided in the Payment Plan.
19. The parties do hereby agree that time for payment of the instalments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such instalments or part thereof shall be deemed to be the reasonable time and cause for **the PROMOTER** to

terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, **the PROMOTER** shall have absolute right and discretion to accept payment of any instalments or part thereof beyond the prescribed time along with interest as 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 (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent)* on such delayed instalments, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by **the PROMOTER** and that it shall not affect the right of **the PROMOTER** to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further instalments herein specified.

20. Delay in making payment of the instalments fixed herein may hamper the progress of construction of the Project and **the PROMOTER** shall not be held responsible for delay in completion of the stages of construction and consequent delay in total completion and delivery of the said premises to **the ALLOTTEE** within the time prescribed herein. It is clarified that such delay if any in completion of stages of construction or delay in total completion or delay in delivery/possession may not be equal to or in proportion to the number of days of delay in making payment of instalment/s.

Termination, Notice and Refund of Money:

21. Without prejudice to the right of **The PROMOTER** to charge interest as specified in the Rule, on **the ALLOTTEE** committing default in payment on due date of any amount due and payable by **the ALLOTTEE** to **The PROMOTER** under this Agreement (including proportionate share of taxes levied by the concerned local authority and

other outgoings) and on **the ALLOTTEE** committing three defaults of payments of instalments, **The PROMOTER** at its own option, may terminate this Agreement.

22. However, **The PROMOTER** shall give notice of 15 (fifteen) days in writing to **the ALLOTTEE**, by Registered Post A.D. at the address provided by **the ALLOTTEE** and mail at the e-mail address provided by **the ALLOTTEE**, 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** fails to rectify the breach or breaches mentioned by **The PROMOTER** within the period of notice then at the end of such notice period, **The PROMOTER** shall be entitled to terminate this Agreement.
23. Upon termination of this Agreement as aforesaid, **The PROMOTER** shall refund to **the ALLOTTEE**, only the 85% (eighty five per cent) of the amounts actually received till then by **the PROMOTER** from or on behalf of **the ALLOTTEE**, further deducting therefrom the amount of Taxes, duties and levies if any contained therein and/or already remitted to the concerned authorities, within a period of 60 (sixty) days of the termination. No interest shall be payable, at all, by **the PROMOTER** on such amounts to be refunded.
24. It is clarified that 'date of receipt of notice' shall mean a period of 3 (three) days from the date of posting of the notice.
25. It is specifically agreed that such refund shall be collected by **the ALLOTTEE** from the Head Office of **the PROMOTER** by giving to **the PROMOTER**, at least, 48 hours' notice, prior to arrival of **the ALLOTTEE** to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.
26. Failure of **the ALLOTTEE** to collect the amount of refund when called by **the PROMOTER** shall not vitiate the termination of this Agreement or such notice of termination.

27. In the event **the ALLOTTEE** has obtained any loan on the Row-Villa or has created any encumbrance thereon, **the PROMOTER** shall be entitle to pay, out of such amount to be refunded, all such amount as to release the Row-Villa from such loan liability and/or encumbrance, directly to the concerned bank/financial institution and the same shall be deemed to be the payment made by **the PROMOTER** to **the ALLOTTEE**.
28. **The PROMOTER** shall not be liable to pay to **the ALLOTTEE** any interest on the amount so to be refunded and upon termination of this Agreement and refund of aforesaid amount by **the PROMOTER**, **the PROMOTER** shall be at liberty to dispose of and sell the Row-Villa to such person and at such price as **the PROMOTER** may, in its absolute discretion, think fit.
29. At the time of collecting such refund, the parties hereto shall sign, execute and register necessary Deed of Cancellation in that regard, if found necessary.

Alteration in the layout of the Villa or changes in the specification and plans:

30. **The PROMOTER** is entitled to alter the plans of construction of the Row-Villas, as per the requirement of the architect/engineer or the approving authorities, as long as the carpet area of the Row-Villa allotted to **the ALLOTTEE** is not changed.

Floor Space Index:

31. **The PROMOTER** hereby declares that the Floor Space Index available as on date in respect of the Project Land is 3,059.70 square meters only. **The PROMOTER** has disclosed the Floor Space Index of 2,590.44 as proposed to be utilized by him on the Project Land in the said Project and **the ALLOTTEE** has agreed to purchase the said Row-Villa based on the proposed construction and sale of Row-Villa to be carried out by **the PROMOTER** by utilizing the proposed FSI and on the

understanding that the balance available FSI shall belong to **the PROMOTER** only.

Inspection of the Project Land, Row-Villa and Documents:

- (a) **The ALLOTTEE** declare that they have inspected the Project Land, portion of the Project Land and are satisfied of the development carried out and further confirms that the measurements of the Project Land as well as of the portion of the Project Land Plot as well as part of the Plot as shown in the **ANNEXURE-C** annexed hereto, is in conformity with what is actually existing at loco.
32. It shall be the obligation of **the ALLOTTEE** to inspect or to get inspected from the authorised representative, the construction of the Row-Villa, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by **the ALLOTTEE** or the authorised representative, in writing, while such work is in progress or within one week from date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of **the ALLOTTEE**.
33. **The ALLOTTEE** acknowledge having received from **the PROMOTER**, copies of (a) the Title Search Report in respect of the entire property along with all the documents listed in the said Report; (b) Final NOC for sub-division granted by the concerned authorities along with approved final plan of sub-division; (b) all the approvals, permissions and licences granted by various authorities along with approved site plan and floor plan of the Row-Villa; etc.
34. **The ALLOTTEE** hereby agree and declare that **the ALLOTTEE** has inspected all the title documents of title pertaining to the said properties, and also all the approvals, permissions, licences etc., obtained for the construction of the Row-Villa, including the plans approved there under

and that **the ALLOTTEE** is fully satisfied about the title of **the PROMOTER** regarding the said properties being free of all encumbrances; about the authority of **the PROMOTER** to execute this Agreement and about the legality of the construction of the Row-Villa.

Completion and delivery:

35. Time is essence for **the PROMOTER** as well as **the ALLOTTEE**. **The PROMOTER** shall abide by the time scheme for completing the project and handing over possession of the Row-Villa along with portion of the Project Land to **the ALLOTTEE** and any common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.
36. Subject to the conditions of timely payment of instalments and other payments to be made by **the ALLOTTEE** to **the PROMOTER** as stipulated herein, **the PROMOTER** shall upon its due completion, tender delivery of the Row-Villa to **the ALLOTTEE** on or before **31-03-2021**; and shall also execute and/or cause to execute a document of transfer in respect of the Row-Villa and portion of the Plot unto and in favour of **the ALLOTTEE**. If **the PROMOTER** fails or neglects to give possession of the Row-Villa to **the ALLOTTEE** and in case **the ALLOTTEE** opts for withdrawal from the Project, then **the PROMOTER** shall be liable on demand, to refund to **the ALLOTTEE**, the amounts already received it in respect of the Row-Villa with interest as specified in the Rule from the date **the PROMOTER** received the sum till the date the amounts and interest thereon is repaid.
37. **The PROMOTER** shall be entitled to reasonable extension of time for giving delivery of the Row-Villa on the aforesaid date, if the completion of the same is delayed on account of:
- a) War , civil commotion or act of God;

- b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
38. **The PROMOTER** shall also not incur any liability if they are unable to complete the Row-Villa and/or deliver the possession of the Row-Villa to **the ALLOTTEE** within the period stipulated herein, if the completion of the project is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or for any other reason or unforeseen circumstances, beyond the control of **the PROMOTER**, including withholding of grant of Completion Certificate and/or the Occupancy Certificate by the concerned authorities. In any of the aforesaid events, **the PROMOTER** shall be entitled to reasonable extension of time for delivery of the Row-Villa as may be certified by the Architect or agreed mutually between the parties hereto.
39. If **the PROMOTER** fails to abide by the time schedule for completing the Row-Villa and handing over the Row-Villa to **the ALLOTTEE**, **the PROMOTER** agrees to pay to **the ALLOTTEE**, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by **the ALLOTTEE**, for every month of delay, till the handing over of the possession. **The ALLOTTEE** agrees to pay to **the PROMOTER**, interest as specified in the Rule, on all the delayed payment which become due and payable by **the ALLOTTEE** to **the PROMOTER** under the terms of this Agreement from the date the said amount is payable by **the ALLOTTEE** to **the PROMOTER**.

Procedure for taking possession:

40. **The PROMOTER**, upon obtaining the Occupancy Certificate from the competent authority and the payment made by **the ALLOTTEE** as per this Agreement, shall offer in writing the possession of the Row-Villa to **the ALLOTTEE** in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice and upon making payment of outstanding dues if any, as per this Agreement. **The**

PROMOTER agrees and undertakes to indemnify **the ALLOTTEE** in case of failure on fulfilment of any of the provisions, formalities, documentation on the part of **the PROMOTER**. **The ALLOTTEE** agrees to pay the maintenance charges as determined by **the PROMOTER** or the Society or Association of allottees, as the case may be.

41. **The ALLOTTEE** shall take possession of the Row-Villa, within 15 (fifteen) days of the written notice from **the PROMOTER** to **the ALLOTTEE** intimating that the said Row-Villa is ready for use and occupation.
42. Non-release of electricity power and/or water by the concerned government departments to the Row-Villa shall not be the reason or ground for **the ALLOTTEE** not to take or delaying in taking possession of the Row-Villa.
43. At the time of taking delivery of possession of the Row-Villa, **the ALLOTTEE** shall thoroughly inspect or get inspected the Row-Villa for all types of patent (visible for naked eye) defects, changes and variations in construction, if any, and get the same remedied or cured before taking delivery of the Row-Villa. After the delivery of the Row-Villa is taken over by **the ALLOTTEE** from **the PROMOTER**, **the ALLOTTEE** shall be forbidden from raising any claim against **the PROMOTER** in respect of such patent defects.
44. At the time of taking delivery of the Row-Villa from **the PROMOTER**, **the ALLOTTEE** shall sign and execute the following: -
 - (a) "Letter of Possession" based on the standard format of **the PROMOTER**;
 - (b) "Deed of Sale" for transfer of the Row-Villa along with ideal and undivided proportionate right/share in the Plot in the name of **the ALLOTTEE**;

- (c) Transfer form for House-tax transfer, and application, undertaking, affidavit etc;
- (d) Transfer form for Electricity and Water connection, and application, undertaking, affidavit, etc;
- (e) Bye-Laws, declaration and other forms regarding formation of Society or any other Entity, including membership forms.

Failure of Allottee to take possession:

45. Upon receiving a written intimation from **the PROMOTER** as above, **the ALLOTTEE** shall take possession of the Row-Villa from **the PROMOTER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and **the PROMOTER** shall give possession of the Row-Villa to **the ALLOTTEE**. In case **the ALLOTTEE** fails to take possession within the time prescribed hereinabove, **the ALLOTTEE** shall continue to be liable to pay maintenance charges as applicable.
46. In the event of failure on the part of **the ALLOTTEE** to take possession of the Row-Villa within the stipulated period as mentioned hereinabove, **the PROMOTER** is entitled to claim from **the ALLOTTEE**, Holding Charges, at the rate of **Rs.125/-** (Rupees One Hundred Twenty Five Only) per square meter of carpet area of the Row-Villa, per month. This is essence of this Agreement.
47. Irrespective of whether **the ALLOTTEE** has taken possession of the Row-Villa hereby agreed to be constructed, delivered and sold, **the ALLOTTEE** shall be liable to pay or to reimburse to **the PROMOTER**, the house-tax from the date of its first levy, electricity charges and water charges from the date of its connection, all government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the Project, all in respect of the Row-Villa.

Defects Liability Period:

48. If within a period of **05 (Five) years** from the date of handing over possession of the Row-Villa to **the ALLOTTEE**, **the ALLOTTEE** brings to the notice of **the PROMOTER** any structural defect in the Row-Villa or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by **the PROMOTER** at its own cost and in case it is not possible to rectify such defects, then **the ALLOTTEE** shall be entitled to receive from **the PROMOTER**, compensation for such defect in the manner as provided under the Act.
49. If cracks are developed in the construction works of the Row-Villa due to the effects of atmospheric humidity, temperature variations, chemical reactions, etc., which are enhanced in the event the Row-Villa is not put to use and occupation, normal wear and tear, improper preventive maintenance by **the ALLOTTEE** in the Row-Villa, internal works in the Row-Villa and/or adjoining Row-Villas including drilling/hammering and the like, hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., shall not be treated as defects in the work or defective work.
50. **The PROMOTER** shall not be responsible for shade variations in the wall painting, floor tiles, glazed tiles or stone materials like marble and granite, sanitary fittings, which may occur due to natural aging of paints/colour;
51. **The PROMOTER** shall also not be responsible for minor size variations in the floor tiles, within the manufacturing tolerance limits;
52. **The PROMOTER** shall also not be responsible for any problems occurring on account of expansion or contraction in the wood or other material which is subject to such expansion or contraction due to climatic changes, natural humidity in the atmosphere, natural wear and tear, coming in contact with water, and the like.

53. Save as provided herein above, once **the ALLOTTEE** takes the delivery/possession of the Row-Villa, **the ALLOTTEE** shall have no right to claim from or against **the PROMOTER**, anything in relation to any item of the work executed by **the PROMOTER** in the Row-Villa or relating to the Row-Villa itself, either on the allegation that such work or the Row-Villa is not completed or defective.
54. After the possession of the Row-Villa is handed over to **the ALLOTTEE**, and if any additions or alterations done by **the ALLOTTEE** in or about or relating to the Row-Villa and rectification or restoration is required to be carried out by the order of the Government, Municipal Council or any other Statutory Authority, same shall be carried out by **the ALLOTTEE** at the own cost of **the ALLOTTEE**, and **the PROMOTER** and/or the Society/body/association shall be in any manner liable or responsible for the same. Provided that any such additions or alterations shall not be done unless a prior permission for the same is obtained from the concerned authorities, **the PROMOTER** and the Society/body/association.

Execution of final Deed of Sale:

55. Upon completion of the construction of the Row-Villa subject to the conditions of payment of installments and other payments to be made by **the ALLOTTEE** to **the PROMOTER** as stipulated herein, **the PROMOTER** shall execute the Deed of Sale transferring the Row-Villa as described in the SCHEDULE-IV hereto along with ideal and undivided proportionate right/share in the Plot as described in the SCHEDULE-III hereto, in favour of **the ALLOTTEE**; and shall also handover to **the ALLOTTEE** the exclusive possession of the such portion of the Plot; in which case **the ALLOTTEE** shall not have the right to possess and occupy the other areas of the Plot.

56. All the expenses such as legal expenses towards preparation of the final Deed of Sale, Stamp Duty, Registration charges in respect of registration of such Deed of Sale, shall be borne and paid by **the ALLOTTEE**.

Formation of Society or any other Entity:

57. **The ALLOTTEE** along with other allottee/s of the units in the entire project of 'Akar Suburbia', shall join in forming and registering the Society or Association or a Limited Company for the purposes of maintenance of the common areas provided to the entire complex, 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 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 ALLOTTEE**, so as to enable **the PROMOTER** to register the common organisation. No objection shall be taken **by the ALLOTTEE**, if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (a) **The PROMOTER** has offered to **the ALLOTTEE**, membership of the Club-House which **the PROMOTER** intends to set-up in the neighbourhood plot. However, setting up of such club house and its membership shall not be construed as an entitlement of **the ALLOTTEE** under this Agreement. Consequently, **the ALLOTTEE** irrevocably acknowledge that the management, possession, maintenance and ownership of the 'Club House', which includes swimming pool, gymnasium, tennis courts and other sports court/s, and the area/plot of land housing the same as shown in the approved sub-division plans, shall always remain with **the**

PROMOTER, in spite of formation and registration of any Society or other body. Neither such Society nor other body nor **the ALLOTTEE** shall be entitled to transfer in their favour or in favour of any one or more of them, the Club House, Swimming Pool, Gymnasium, Tennis Courts and other sports court/s, and the area/plot earmarked for the same and/or the area around it, as shown in the approved sub-division plans. However, **the ALLOTTEE** may be admitted by **the PROMOTER**, for providing the periodical membership of such facilities on payment of charges to be fixed, collected and appropriated by **the PROMOTER**. Further, **the PROMOTER** shall, at its own discretion, is also entitled to grant membership of the Club House to any other third party other than the purchasers of the plots in the project 'Akar Suburbia'. **The PROMOTER** shall be entitled to receive and appropriate all the revenue generated from such facilities and allied facilities, without any rebate to **the ALLOTTEE** or to the members of such facilities, subject to the condition that **the PROMOTER** shall, solely and at its own costs and expenses, maintain the Club House.

58. The holder/s of Plots No. 96, 97, 98, 99-A and 99-B shown in the sub-division plan approved by the concerned authorities as reflected hereinabove, shall be exempted from joining as member/s of the Society or Entity and shall not be liable to contribute anything to such Society or Entity;
59. In case the Society or Entity provides any specific amenities or services exclusively to the above said five Plots, then the holder/s of the above mentioned five plots shall maintain such exclusive amenities by themselves;
60. Such Society or the Entity or holder/s of all other Plots in the sub-division of the entire property, shall have no right to force the holder/s

of the above mentioned five plots to join as member/s of such Society or Entity or to contribute to any expenses incurred by it;

61. The holder/s of the all other Plots in the sub-division of entire property or such Society or Entity shall not restrict the use of any of the common amenities and the access roads to the above mentioned five plots, in any manner.

62. Within 15 (fifteen) days after notice in writing is given by **the PROMOTER** to **the ALLOTTEE** that the Row-Villa is ready for use and occupancy, **the ALLOTTEE** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Row-Villa) of outgoings in respect of the Project Land, namely, local taxes, charges and such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land. Until the Society or Limited Company is formed, **the ALLOTTEE** shall pay to **the PROMOTER** such proportionate share of outgoings as may be determined by **the PROMOTER**.

Other amounts payable under this Agreement:

- (a) In addition to the price consideration mentioned hereinabove, **the ALLOTTEE** hereby agree and undertake to pay to **the PROMOTER** at the time of taking delivery of the Row-Villa or on demand from **the PROMOTER**:-
- (b) Goods and Service Tax at the applicable rate.
- (c) **Rs.** _____/- (Rupees _____ Only), calculated at the rate of Rs.750/- per square meter area of the portion of the Plot, in advance for meeting the expenditure involved in maintenance of the whatever common amenities presently existing and of the

amenities to be provided in a phased manner based on project progresses; but excluding maintenance of Club House, Swimming Pool, Gymnasium, Tennis Courts and other sports activity areas, provided in the entire project, for the period till 31-12-2021 only. Balance of this advance as on 31-12-2021, if any, shall be transferred to the Society/Body if any formed. Similarly, if the maintenance amount so collected becomes insufficient to meet the maintenance expenses of common amenities as above, then **the ALLOTTEE** shall immediately pay the additional contribution as may be demanded by **the PROMOTER**.

- (d) **Rs.**_____/- (Rupees _____ Only), towards Infrastructure Tax, calculated at the rate of Rs. 250 / m² of the built up area as specified in **SCHEDULE-IV**.
- (e) Electricity consumption charges as per the bills raised by the Electricity Department or as may be demanded by **the PROMOTER** or the Society/Entity, in respect of the Row-Villa from the date of connection.
- (f) House-Tax in respect of the Row-Villa from the date of issue of Occupancy Certificate.
- (g) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution and registration of this Agreement or for the execution and registration of any other documents or finalising the final Deed of Transfer by virtue of this Agreement in favour of **the ALLOTTEE**.
- (h) Any increase or introduction of new rates, taxes and levies shall be exclusively borne and paid by **the ALLOTTEE**.
- (i) It shall be the sole discretion of **the PROMOTER** to decide and carry out the maintenance work and to make payments for such

maintenances and other expenses from the maintenance advance received from **the ALLOTTEE** and other purchasers/s of the Plots/Villas/Twin-Villas/Row-Villas in the entire property.

- (j) **The PROMOTER** shall maintain a separate account in respect of sums received by **the PROMOTER** from **the ALLOTTEE** as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

Transfer and user of the said premises: -

63. **The ALLOTTEE** shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the same is duly consented, in writing, by **the PROMOTER**, and, in case such transfer is required to be made after formation and registration of the Society/Entity, **the ALLOTTEE** shall obtain consent from the such Society/Entity in addition to obtaining consent from **the PROMOTER**. However, such consent from **the PROMOTER** shall not be necessary after executing the required Conveyance Deed in favour of **the ALLOTTEE** in respect of the Row-Villa along with proportionate share in the Project Land. However, the new buyer shall supply to **the PROMOTER**, authentic copy of the indenture executed between **the ALLOTTEE** and the new buyer, in order to record the name of such new buyer in the records of **the PROMOTER** as **the PROMOTER** is looking after the maintenance of common amenities for certain period and in order to record the name of **the PURCHASER** in its records.
64. **The ALLOTTEE** shall use the said premises for residential purpose only. Change in user shall be subject to **the ALLOTTEE** obtaining, at

their own cost and expenses, the requisite permission/s from the said Society/Entity, **the PROMOTER** and the authorities concerned.

Representation and Warranties of the PROMOTER:

65. **The PROMOTER** hereby represents, covenants, warrants, undertakes and declares to **the ALLOTTEE**, that:-

- (a) **The PROMOTER** has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (b) **The PROMOTER** has lawful rights and requisite approvals from the competent authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (c) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report, if any;
- (d) There are no litigations pending before any Court of Law with respect to the Project Land or the Project except those disclosed in the title report, if any;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Row-Villa are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and the Row-Villa shall be obtained by following due process of law and **the PROMOTER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Row-Villa and common areas;

- (f) **The PROMOTER** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of **the ALLOTTEE** created herein, may prejudicially be affected;
- (g) **The PROMOTER** has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Row-Villa, which will, in any manner, affect the rights of **the ALLOTTEE** under this Agreement.
- (h) **The PROMOTER** confirms that **the PROMOTER** is not restricted in any manner whatsoever from selling the Row-Villa to **the ALLOTTEE** in the manner contemplated in this Agreement;
- (i) Upon complete development of the entire property named as 'Akar Suburbia', **the PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the common areas in such entire property to the Society or Association or Company, as the case may be, except the Club House which includes swimming pool, gymnasium, tennis courts and other sports court/s, and the area/plot of land housing the same as shown in the approved subdivision plans, as stated hereinabove.
- (j) **The PROMOTER** has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;
- (k) 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 Project Land and/or the Project except those disclosed in the title report, if any.

Representation and Warranties of the ALLOTTEE:

66. The **ALLOTTEE** for self and with intention to bring all persons into whosoever hands the Row-Villa may come, hereby covenants with **the PROMOTER** as follows:-

- (a) To maintain the Row-Villa at **the ALLOTTEE's** own cost in good and tenable repair and condition from the date of possession of the Row-Villa is taken and shall not do or suffer to be done anything in or to the Row-Villa which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Row-Villa or any part thereof without the consent of the local authorities, if required;
- (b) Not to store in the Row-Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Row-Villa 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 Row-Villa, including entrances and in case any damage is caused to the Row-Villa or other structures on account of negligence or default of **the ALLOTTEE** in this behalf, **the ALLOTTEE** shall be liable for the consequences of the breach;
- (c) To carry out at the own cost all internal repairs to the Row-Villa and maintain the Row-Villa in the same condition, state and order in which it was delivered by **the PROMOTER** to **the ALLOTTEE** and shall not do or suffer to be done anything in or to the Row-Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of **the ALLOTTEE** committing any act in contravention of the

above provision, **the ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- (d) Not to demolish or cause to be demolished the Row-Villa 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 Row-Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the Row-Villa and shall keep the portion, sewers, drains and pipes in the Row-Villa 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 Row-Villa 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 Row-Villa without the prior written permission of **the PROMOTER** and/or the Society or the Limited Company;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Row-Villa or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Row-Villa in the compound or any portion of the Project Land;
- (g) Pay to **the PROMOTER** within fifteen days of demand by **the PROMOTER**, share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Row-Villa;
- (h) 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 Row-Villa by **the ALLOTTEE** for any purposes other than for purpose for which it is sold;

- (i) **The ALLOTTEE** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Row-Villa until all the dues payable **by the ALLOTTEE** to **the PROMOTER** under this Agreement are fully paid up and unless **the ALLOTTEE** takes prior written permission from **the PROMOTER** and/or the Society/Association/ Limited Company, as the case may be;
- (j) **The ALLOTTEE** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the common amenities in the entire property of 'Akar Suburbia' and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. **The ALLOTTEE** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Row-Villa and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (k) **The ALLOTTEE** shall permit **the PROMOTER** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Row-Villa or any part thereof to view and examine the state and condition thereof.

Access roads and other amenities:

67. The Plot along with other plots in the entire property is provided with necessary access roads and other amenities as may be minimum required under the Rules and Regulations in force.

68. There are two access roads provided in the entire property which connects the adjoining properties bearing Survey Nos. 155/1, 152/10, 150/26 and 152/1 of village Cuncoim; and **the ALLOTTEE** or any person claiming through **the ALLOTTEE** shall not obstruct or object for use of the said access road by any one.

Right over open spaces and roads:

69. It is hereby clarified that by virtue of the sale hereby agreed to be made or upon execution of the proposed Sale Deed, **the ALLOTTEE** shall have no right, whatsoever, to the open spaces left in the entire property or to the area of roads and road drains left or prepared during the subdivision. However, **the ALLOTTEE** shall have a right, upon execution of final Deed of Sale, of an access on foot or by vehicle through such road/s from the public main road to the portion of the Plot and vice-versa.

Taxes and levies:

70. All the taxes if any applicable in respect of the sale hereby agreed to be made shall be borne and payable by **the ALLOTTEE**.

Restriction on construction, use, assignment/transfer and maintenance of common amenities:

- (a) The sale hereby agreed to be effected is strictly with the following conditions, which are the essence hereof, which have been unconditionally accepted by **the ALLOTTEE** and which conditions are fully enforceable by **the PROMOTER** against **the ALLOTTEE** and/or their successors-in-title and which are bound to be mandatorily complied by **the ALLOTTEE** and/or their successors-in-title, for all times here after: -

- (a) That the compound wall, elevation, height and external colour in respect of the Row-Villa and of portion of the Plot shall be as per the standard design of **the PROMOTER** and **the ALLOTTEE** shall not alter the same and shall maintain the same throughout;
- (b) Row-Villa hereby agreed to be constructed and sold along with ideal and undivided proportionate right/share in the Plot, shall only be used for residential purposes, and, at no time whatsoever, the same shall be used or allowed to be used for commercial or industrial activities;
- (c) **The ALLOTTEE** and their successors-in-title shall be bound to become member upon payment of admission fees and other contributions, the society or any other entity to be formed by the buyers/owners of different plots in the entire property described in the **SCHEDULE-I** hereto or any part/s thereof, at the insistence and with the consent of **the PROMOTER**, to maintain and provide common amenities to the entire property of 'Akar Suburbia', such as maintenance of access roads, footpaths, landscaping, street lights, security provisions, common water connections etc. **The ALLOTTEE** shall also be bound to pay sinking fund and maintenance charges payable to such Society or entity. However, such maintenance charges are payable from 01-01-2022 onwards;
- (d) It shall be the sole discretion of **the PROMOTER** to decide and carry out the maintenance work and to make payments for such maintenances and other expenses from the maintenance advance received by **the ALLOTTEE** and other purchasers/s of the Plots/Villas/Twin-Villas/Row-Villas in the entire property.
- (e) **The ALLOTTEE** shall actively participate and cooperate in formation of such society or entity and in this regard shall participate in meetings, passing of resolutions, swearing affidavits, signing

declarations, signing bye-laws/constitution thereof, signing necessary forms/applications, etc;

- (f) The maintenance of the 'common amenities' in the entire property named 'Akar Suburbia' shall be by **the PROMOTER**, for the period till 31-12-2021 only. However, it is clarified that 'common amenities' does not include the Club House, Swimming Pool, Gymnasium, Tennis play courts, other sports activity areas, in the entire property named 'Akar Suburbia', ownership and maintenance of which shall always remain with **the PROMOTER**.
- (g) **The ALLOTTEE** irrevocably acknowledge that the management, possession, maintenance and ownership of the Club House, which includes swimming pool, gymnasium, tennis courts and other sports court/s, which are housed in the area/plot of land admeasuring 6,023.80 square meters as shown in the approved sub-division plan, shall always remain with **the PROMOTER**, in-spite of formation and registration of any Society or other body. Neither such Society nor other body nor **the ALLOTTEE** shall be entitled to seek transfer in their favour or in favour of any one or more of them, the Club House, Swimming Pool, Gymnasium, Tennis Courts and other sports court/s, and the area/plot earmarked for the same and/or the area around it, as shown in the approved sub-division plan. However, **the ALLOTTEE** may be admitted by **the PROMOTER**, for providing the periodical membership of such facilitates on payment of charges to be fixed, collected and appropriated by **the PROMOTER**. Further, **the PROMOTER** shall, at its own discretion, is also entitled to grant membership of the Club House to any other third party other than the purchasers of the Plots/Villas/Twin-Villas/Row-Villas in the entire property named 'Akar Suburbia'. **The PROMOTER** shall be entitled to receive and appropriate all the revenue generated from such facilities and allied facilities, without any rebate to **the ALLOTTEE** or to the members

of such facilities, subject to the condition that **the PROMOTER** shall, solely and at its own costs and expenses maintain the Club House.

- (h) **The ALLOTTEE** is not entitled to assign the rights accrued under this Agreement to any other person or party. After executing the final Deed of Sale of the Row-Villa along with ideal and undivided proportionate right/share in the Plot in favour of **the ALLOTTEE**, **the ALLOTTEE** is entitled to sell the same to any other person/party, only after obtaining written consent from **the PROMOTER** and/or the Co-operative Maintenance Society or any other body/association if any formed. Such consent shall not be withheld by **the PROMOTER** if all the conditions stipulated herein are incorporated in the proposed Agreement/Deed and **the PROMOTER** is also made as necessary party therein.
- (i) **The ALLOTTEE** shall abide by all the stipulations particularly with regard to sub-letting and/or transfer, as contained in the Goa Co-operative Societies Act, Rules and Bye-Laws framed thereunder.

Service of notice:

71. Any intimation, by way of notice or otherwise, to be given to **the ALLOTTEE** by **the PROMOTER**, shall be deemed to be served on **the ALLOTTEES**, if the same is sent through Registered Post A. D. or Courier Service or Fax or E-Mail or Hand Delivered, at the address hereinabove first written. It is clarified that 'date of receipt of notice' shall mean a period of 3 (three) days from the date of posting of the notice.

72. It shall be the duty of **the ALLOTTEE** and **the PROMOTER** to inform each other of any change in address subsequent to the execution of this Agreement, by sending Registered Post A.D. letter, failing which all communications and letters posted at the above address shall be

deemed to have been received by **the PROMOTER** and **the ALLOTTEE**, as the case may be.

73. **Joint Allottees** - In case there are Joint Allottees, all communications shall be sent by **the PROMOTER** to **the ALLOTTEE** whose name appears first and at the address given by such first **ALLOTTEE**, which shall for all intents and purposes to consider as properly served on all **the ALLOTTEES**.

Transfer of House-Tax, Electricity, and Water Connection:

74. Upon taking delivery of the Row-Villa, it shall be the responsibility of **the ALLOTTEE** to get the house-tax records, electricity connection and water connection, in respect of the Row-Villa transferred in the name of **the ALLOTTEE**, at the costs and expense of **the ALLOTTEE**, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

Other conditions:

75. **Right to amend** - This Agreement may not be modified, amended or supplemented except by an Agreement in writing signed by both the parties hereto.
76. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Row-Villa or the Project Land or any part thereof. **The ALLOTTEE** shall have no claim save and except in respect of the Row-Villa hereby agreed to be sold to **the ALLOTTEE**, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, shall remain the property of **the PROMOTER** until the same are transferred to the Society or Association or Limited Company, as the case may be.
77. **Promoter shall not mortgage or create a charge** - After **the PROMOTER** executes this Agreement, **the PROMOTER** shall not mortgage or create a charge on the Row-Villa and if any such mortgage

or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of **the ALLOTTEE** who has taken or agreed to take such Row-Villa.

78. **Binding effect** - Forwarding this Agreement to **the ALLOTTEE** by **the PROMOTER** does not create a binding obligation on the part of **the PROMOTER** or **the ALLOTTEE** until, firstly, **the ALLOTTEE** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by **the ALLOTTEE** and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by **the PROMOTER**. If **the ALLOTTEE** fails to execute and deliver to **the PROMOTER** this Agreement within 15 (fifteen) days from the date of its receipt by **the ALLOTTEE** and/or appear before the Sub-Registrar for its registration as and when intimated by **the PROMOTER**, then **the PROMOTER** shall serve a notice to **the ALLOTTEE** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by **the ALLOTTEE**, application of **the ALLOTTEE** shall be treated as cancelled and all sums deposited by **the ALLOTTEE** in connection therewith including the booking amount shall be returned to **the ALLOTTEE** without any interest or compensation whatsoever, but after deducting therefrom 15% (fifteen percent) of such refundable amount and after further deducting there from all the taxes and duties if any already remitted to the concerned government authorities, as contemplated in terms of the 'refund policy' mentioned hereinabove in this Agreement.

79. **Entire agreement** - This agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences,

arrangements whether written or oral, if any, between the parties in regard to the said Row-Villa, as the case may be.

80. **Provisions of this Agreement applicable to allottee/ subsequent allottees** - It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEEs of the Row-Villa, in case of a transfer, as the said obligations go along with the Row-Villa for all intents and purposes.
81. **Severability** - If any provisions 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.
82. **Method of calculation of proportionate share wherever referred to in the Agreement** - Wherever in this Agreement it is stipulated that the ALLOTTEE has to make payment in common with other Allottee/s in the entire property named 'Akar Suburbia', the same shall be in proportion of the plot area of the Row-Villa to the total developed plot areas of the entire property wherein the complex of 'Akar Suburbia' is set-up.
83. **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 reasonable 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.

84. **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**, and after the Agreement is duly executed by **the ALLOTTEE** and **the PROMOTER** or simultaneously with the execution the Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Margao, Salcete, Goa.
85. **The ALLOTTEE** and/or **the PROMOTER** shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and **the PROMOTER** through its authorized signatory shall attend such office and admit execution thereof.
86. **Dispute Resolution** – Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, same shall be referred to **The Goa Real Estate Regulatory Authority** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
87. **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 Margao, Goa, shall have jurisdiction for this Agreement.
88. **The PROMOTER** is entitled to amalgamate the parcels or the entire property named 'Akar Suburbia' with adjacent properties for the purpose of common development and **the ALLOTTEE** has expressed irrevocable consent for the same.

89. If the floor area ratio presently applicable to the entire property or part thereof or to the Plot is increased, such increase shall ensue for the benefit of **the PROMOTER** alone, without any rebate to **the ALLOTTEE** or the Society or Entity to be formed.
90. All the documents to be executed between **the ALLOTTEE** and **the PROMOTER** shall be prepared by the Advocate of **the PROMOTER** at the expenses of **the ALLOTTEE**.
91. **The PROMOTER** does hereby declare that the Plot hereby agreed to be sold and every part thereof, is not subject matter of any rights of Scheduled Castes or Scheduled Tribes, as contemplated in the Notification No. RD/LAND/LRC/318/99 dated 21-08-1977 of the Government of Goa.
92. Possession of portion of the Plot and of the Row-Villa hereby agreed to be sold is not handed over to **the ALLOTTEE** under this Agreement, which shall be delivered only upon execution of final Deed of Sale.
93. All the parties hereto shall specifically perform this agreement.
94. **Stamp Duty and Registration** - The charges towards stamp duty and registration of this Agreement shall be borne by **the ALLOTTEE**.
- (a) **Market value** of the portion of the Plot and of the Row-Villa agreed to be constructed thereon is also Rs. _____/- and **Stamp Duty** of Rs. _____/- calculated @ 2.9% (rounded off) is paid on this Agreement.

SCHEDULE-I
(Description of the entire property)

ALL THAT property denominated "**CUTTUBONA CHARAMURDY**", situated in the **village Cuncolim**, within the limits of Cuncolim Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, in the State of Goa; being the land described under **Description No. 7666** of Book-B. No. 3 of the old series pertaining to the Land Registration Office of

Quepem, Goa, enrolled for the purposes of erstwhile Portuguese Land Revenue records pertaining to village Cuncolim under **Matriz No. 458**, surveyed under **Survey No. 146/19** of village Cuncolim, admeasuring **94,025 square meters** or thereabouts, and bounded as under:-

- East:- By properties bearing Survey Nos. 146/15, 149/7, 150/1, 150/25, 150/26, 152/1, 152/3, 152/5 and 152/7, all of village Cuncolim of Salcete Taluka;
- West:- By properties bearing Survey Nos. 146/18, 153/1, 154/2 and 154/6, all of village Cuncolim of Salcete Taluka;
- North:- By properties bearing Survey Nos. 146/18 and 146/15 of village Cuncolim of Salcete Taluka, and by Public Road in said Survey No. 146/15;
- South:- By properties bearing Survey Nos. 155/1 and 152/10 of village Cuncolim of Salcete Taluka.

SCHEDULE-II
(Description of the Project Land)

(A) All that sub-divided **PLOT No. 100** admeasuring **1,529.85 square meters**, forming part of the entire property described in the **SCHEDULE-I** hereinabove written, and bounded as under:-

- EAST: By Plot No. 1112 in the entire property;
(boundary length: 93.00 meters)
- WEST: By 10.00 meters wide sub-division road in the entire property;
(boundary length: 93.00 meters)
- NORTH: By 8.00 meters wide sub-division road in the entire property;
(boundary length: 16.45 meters)
- SOUTH: By 8.00 meters wide sub-division road in the entire property;
(boundary length: 16.45 meters)

(B) All that sub-divided **PLOT No. 112** admeasuring **1,529.85 square meters**, forming part of the entire property described in the **SCHEDULE-I** hereinabove written, and bounded as under:-

- EAST: By 8.00 meters wide sub-division road in the entire property;
(boundary length: 93.00 meters)
- WEST: By Plot No. 100 in the entire property;
(boundary length: 93.00 meters)
- NORTH: By 8.00 meters wide sub-division road in the entire property;
(boundary length: 16.45 meters)
- SOUTH: By 8.00 meters wide sub-division road in the entire property;
(boundary length: 16.45 meters)

SCHEDULE-III

(Description of the portion of the Project Land hereby agreed to be sold)

ALL THAT ideal and undivided share in the Project Land described under **Item-_____** in the **SCHEDULE-II** hereinabove written (proportionate to the area of the Row-Villa described in the **SCHEDULE-IV** hereto, which ideal share is equivalent to _____ **square meters**, particularly forming part of the sub-divided **Plot No. _____** which in turn forms part of the entire property bearing Survey No. 146/19 of village Cuncolim of Salcete Taluka, along with right to enjoy exclusively the said area and with obligation not to interfere with other parts or portions of the Project Land.

The said area of _____ **square meters** as shown marked in red colour hatched lines in the **ANNEXURE-C** annexed to and forming integral part of this Agreement, is bounded as under:-

- EAST: By _____;
(boundary length: _____ meters)
- WEST: By _____;
(boundary length: _____ meters)

NORTH: By _____; and
(boundary length: _____ meters)
SOUTH: By _____;
(boundary length: _____ meters)

SCHEDULE-IV
(Description of the Row-Villa agreed to be constructed)

ALL THAT Row-Villa, identified as **Row-Villa No.** _____ admeasuring _____ **square meters** of built-up area. This Row-Villa is having carpet area of _____ square meters, exclusive balcony/verandah area of _____ square meters and exclusive open terrace area of _____ square meters; to be constructed in part or portion of the Project Land described in the **SCHEDULE-II** hereinabove written, which portion is more fully described in the **SCHEDULE-III** hereinabove written; as per the layout shown in red colour lines in the **ANNEXURE-D** annexed to and forming integral part of this Agreement and per the specifications mentioned in the **ANNEXURE-E** hereto, on minimum basis.

This Row-Villa No. _____ is bounded as under:-

EAST: By _____;
WEST: By _____;
NORTH: By _____; and
SOUTH: By _____;

SCHEDULE-V
(Payment Plan)

The **ALLOTTEE** shall pay to the **PROMOTER**, the following amounts:-

| Clause No. | Particulars | Amount |
|------------|---|--------|
| Clause-8 | Towards cost of part or portion of the Project Land and of the Row-Villa. | |

| | | |
|--------------|-------------------------------|--|
| Clause-64(b) | Towards maintenance expenses. | |
| Clause-64(c) | Infrastructure Tax. | |
| | Total:- | |

The above mentioned total amount of Rs._____/ - (Rupees _____ only) is payable by **the ALLOTTEE to the PROMOTER**, in the following manner:-

| Instalment No. | Payable on | Amount |
|----------------|--|--------|
| 1. | At the time of execution of this Agreement (Cheque No. _____ dated _____ drawn on _____ branch of _____ Bank). | |
| 2. | | |
| 3. | | |
| | Total:- | |

Note: -

1. **The ALLOTTEE** shall deduct the Tax at Source (TDS) as may be applicable under the Income Tax Act, 1961 from the instalment in respect of basic price, and shall issue TDS Certificate to **the PROMOTER**; and, thereupon, **the PROMOTER** shall give TDS credit to the account of **the ALLOTTEE**.
2. **Goods and Service Tax** at the applicable rate is payable by **the ALLOTTEE to the PROMOTER**, at the time of execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement, on the day, month and the year first hereinabove written.

(photo) _____

SIGNED AND DELIVERED by the
Within named, **the PROMOTER**,
M/s. Akar Infra & Realty,
by its Partner,
Mr. Chinmai Avinash Borker, for self
and as duly Constituted Attorney for
the remaining two Partners of
the PROMOTER.

(Left hand fingers impression of Mr. Chinmai A. Borker)

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|--|--|--|--|--|

(Right hand fingers impression of Mr. Chinmai A. Borker)

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| | | | | |
|--|--|--|--|--|

(photo) _____

SIGNED AND DELIVERED by the
Within named member No. 1 of
the ALLOTTEE,
Mr. _____

(Left hand fingers impression of Mr. _____)

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|--|--|--|--|--|

(Right hand fingers impression of Mr. _____)

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(photo)

_____ **SIGNED AND DELIVERED** by the
Within named member No. 2 of
the ALLOTTEE,
Mrs. _____

(Left hand fingers impression of Mrs. _____)

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(Right hand fingers impression of Mrs. _____)

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WITNESSES: 1. _____ 2. _____

Name:- _____