

## **AGREEMENT**

This **Agreement for Construction and Sale** made and executed at Margao-Goa, this \_\_ day of December, of the year Two Thousand and Seventeen (\_\_/12/2017) by and between:

**M/S ROYAL DEVELOPERS** (holder of Pan Card No. AAQFR5858K) a partnership firm registered under the Indian Partnership Act 1932 having its registered office at Shop No. 5, Royal Classic Building, Dongorim, Navelim, Salcete, Goa, represented by its partners:

- (i) **MR. ALBINO ANAND FERNANDES**, son of late Mr. Antonio Fernandes, age 42 years, occupation business, Indian National, Permanent Account Number AARPF0230C, Adhaar Card No. 8427 6795 0802, married, residing at H. No. 156/A, St. Minguel Waddo, Dramapur, Salcete-Goa;
- (ii) **MR. EDWARD PHILIP FERNANDES**, son of late Mr. Beatriz Piedade Fernandes, age 49 years, occupation business, Indian National, Permanent Account Number AAKPF9999B, Adhaar Card No. 7789 0773 6313, unmarried, residing at H. No. 167, Cumborda, Sarzora, Chichinim, Salcete-Goa; and
- (iii) **Mr. KEDAR NAGENDRA JAGDALE**, son of late Nagendra Jagdale, aged 41 years, married, businessman, Indian National, holding PAN Card bearing No. AKDFJ5228J, Adhaar Card No. 3021 3116 5548, residing at House No. 933/4, Moddi, Navelim, Salcete, Goa hereinafter referred to as "the **PROMOTER/VENDOR**" (which expression unless repugnant to the context and meaning thereof shall mean and include its successors in interest, executors, administrators and assigns) of the of the **ONE PART**.

**AND**

**Mr.** \_\_\_\_\_, son **Mr.** \_\_\_\_\_, aged \_\_\_\_\_ years, **Seaman**, Indian National, marital status **Married**, PAN Card No. \_\_\_\_\_, Adhaar Card No. \_\_\_\_\_, resident of \_\_\_\_\_ Salcete-

Goa, hereinafter referred to as the “**ALLOTTE/S/PURCHASER/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representative, executors, administrators and assigns) of the **SECOND PART**.

**AND WHEREAS** there exists the property known as “MURDA O GRANDE”, situated at Ward Murda O Grande, Nuvem, Salcete, Goa, described in the Land Registration Office of Salcete under Description No. 32612 of Book B-84 (NS).

This property is better described in the SCHEDULE A hereunder written and is hereinafter referred to as “Said Bigger Property”.

**AND WHEREAS** the SAID PROPERTY originally belonged to Mr. Joaquim Pascoal Dores Roque Da Silva.

**AND WHEREAS** the Eastern Half of the Said Bigger Property, initially was mortgaged by said Joaquim to Mr. Albino do Nascimento Colaco which mortgage was then transferred to Mr. Francisco de Paula Conceicao Ribeiro vide Instrument dated 13/10/1934 recorded at page 15 to 16v of Book No. 473.

**AND WHEREAS** vide to by vide Public Deed of Sale, Acquittance and Renouncement dated 07/11/1934, drawn by Asst. Notary Judicial Division of Salcete Mr. Francisco Xavier Teodoro de Miranda at pages 75 to 77 of Book No. 473, said Mr. Joaquim Pascoal Dores Roque Da Silva in his status of Bachelor sold the Eastern Half of the Said Bigger Property to Mr. Silvestre Fernandes (the father/father-in-law of the VENDORS herein), with the confirmation of Mr. Francisco de Paula Conceicao Ribeiro who renounced the mortgage in respect of the Said Eastern Half of the Said Bigger Property created in his favour earlier.

**AND WHEREAS** said Mr. Silvestre Fernandes alias Silvester Fernandes was married to Mrs. Augusta das Dores Moraes e Fernandes alias Maria

Augusta Das Dores Moraes alias Augusta Das Dores Fernandes e Moraes alias Maria Augusta das Dores Moraes e Fernandes, who constructed a residential house, an outhouse and a well in the Said Eastern Half of the SAID BIGGER PROPERTY, which structures though are in dilapidated and unusable conditions as on date, yet had shape and dimensions as shown in the Survey Plan of Survey No. 125/4 of Nuvem Village, in which Survey Number the Said Eastern Half of the Said Bigger Property came to be surveyed as admeasuring 4050.00 Sq. meters and with name **“MURDA GRANDE”**.

This Eastern Half of the Said Bigger Property, surveyed under Survey No. 125/4 of Nuvem Village is hereinafter referred to as the “SAID PROPERTY” and is better described in the **SCHEDULE B** hereunder written.

**AND WHEREAS** said couple expired on 27/12/1978 and 01/10/1992 respectively, leaving behind four children as their sole and universal heirs viz:

- (a) Member no. 1 of the Vendors and his wife Mrs. Maria Jasmina Fernandes;
- (b) Member no. 3 of the Vendors and his wife Mrs. Maria Innocentia Fernandes Alias Maria Innocentia D’melo;
- (c) Member no. 5 of the Vendors and his wife Mrs. Purificacao Eliza Fernandes Alias Purificacao Eliza Lobo Alias Purity Eliza Fernandes Alias Purity E Fernandes; and
- (d) Mrs. Bernadette Lourdes Paes and her husband Mr. Joseph Wilson Paes, the latter expired leaving behind his widow said Mrs. Bernadette Lourdes Paes and following children:
  - (i) Mr. Winston Milagres Francisco Paes,
  - (ii) Mr. Wilbur Nolasco Avelino Paes and
  - (i) Mr. Wilkie Sylvestre Paes (all bachelors).

**AND WHEREAS** said Mrs. Bernadette Lourdes Paes and her three sons relinquished all their rights to the estate left behind by their

father/mother/grandfather/grandmother respectively said Mr. Silvestre Fernandes alias Silvester Fernandes and Mrs. Augusta das Dores Moraes e Fernandes, in favour of other co-heirs, which facts of succession and relinquishment are witnessed vide Notarial Deed of Relinquishment of Illiquid and Undivided Rights to Inheritance and Deed of Succession dated 05/06/2012, drawn before Notary Ex-Officio of Salcete, at pages 87 onwards of Deeds Book No. 1435.

**AND WHEREAS** in pursuance to the above relinquishment and succession, the VENDORS are the absolute owners in possession of the Said Property and the names of the male vendors are duly recorded in the survey records of Survey No. 125/4 against Mutation Entry No. 1340.

**AND WHEREAS** the Said Property which was originally a landlocked property, became accessible through Public Road, which passed touching all along the Northern Boundary of the Said Property from Survey No. 125/2 of Nuvem Village.

**AND WHEREAS** the residents of the house existing in Survey No. 125/6 of Nuvem Village lying on the south of the Said Property, in pursuance to the permissive use granted by the PROMOTER/VENDOR, have been using a footpath from the main road to their property, passing through the Said Property particularly from the eastern side of the eastern structure of the Said Property (now in collapsed stage).

**AND WHEREAS** providing of the said access road has resulted in bifurcation of the Said Property into two parts, Viz. the Eastern Part admeasuring 977.00 Sq. meters and Western Part admeasuring 2823.00 Sq. meters and have been identified as Part A (Plot A) and Part B (Plot B) respectively.

The Plot B admeasuring 2823.00 Sq. meters of the SAID PROPERTY is better described in the **SCHEDULE C** hereunder written and is hereinafter referred to as **“SAID PLOT”**.

**AND WHEREAS** vide Deed of Sale dated 02/01/2017, duly registered in the Office of Sub-Registrar of Salcete under no. MGO-BK1-01012-2017, MGOD98, dated 02/01/2017. The PROMOTER/VENDOR herein purchased the SAID PLOT B from the said **MR. WILLIAM RAFAEL ANTONIO FERNANDES** and others.

**AND WHEREAS** the PROMOTER/VENDOR, who upon its purchase partitioned the SAID PLOT from the SAID PROPERTY and got the same separately and independently surveyed under Survey No. 125/4-B of Village Nuvem, vide order dated 15/06/2017 passed by Dty. Collector and S.D.O.-I, Margao, in Case No. LRC/part/NUVEM/165/2017/I/3931;

**AND WHEREAS** the PROMOTER/VENDOR are entitled and authorised to construct residential/commercial complex on the said land in accordance with the recitals hereinabove;

**AND WHEREAS** the PROMOTER/VENDOR is in possession of the SAID PLOT and intends to develop the SAID PLOT, by constructing a residential/commercial building under the proposed project name **“ROYAL ARCADE”** and in pursuance thereto obtain following permissions and approvals in respect of the said development:

- (i) Construction License No. VP/Nuv/BL/2017-18/20 dated 22/09/2017 from Office of Village Panchayat of Nuvem, Salcete-Goa.
- (ii) Technical Clearance Order dated 31/08/2017 under Ref. No. TPM/29514/Nuv/125/4-B/2017/3362 from Office of Senior Town Planner, Margao-Goa;

- (iii) Conversion Sanad dated 07/08/2017 under Ref. No. COL/SAL/SG/CONV/40/2017/8691.
- (iv) NOC dated 20/09/2017 under Ref. No. PHCL/DHS/NOC/2017-18/753 from Primary Health Centre, Navelim.

The proposed project named “**ROYAL ARCADE**” in the SAID PLOT is hereinafter referred to as “SAID PROJECT”.

**AND WHEREAS** the PROMOTER/VENDOR has appointed an Architect registered with the Council of Architects and a Structural Engineer as prescribed under the Act;

**AND WHEREAS** by virtue of the above said title Deeds and permission and licences obtained, the PROMOTER/VENDOR alone has the sole and exclusive right to sell, said premises s in the said project to be constructed by the PROMOTER/VENDOR on the SAID PLOT and to enter into agreement/s with the Purchasers of the Said premises to receive the sale price in respect thereof;

**AND WHEREAS** the ALLOTTE/S/PURCHASER/S demanded from the PROMOTER/VENDOR and the PROMOTER/VENDOR has given inspection and copies to the ALLOTTE/S/PURCHASER/S of:

1. All the documents of title relating to the Said Plot and the plans, designs and specifications prepared by the PROMOTER/VENDORS Architects 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 made there under;
2. The copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/VENDOR, to the Said Plot on which the Said premises are constructed or are to be constructed.

3. The copies of the plans of the Layout as approved by the concerned Authority.

**AND WHEREAS** the copies of the plans of the Said premises agreed to be purchased by the ALLOTTE/S/PURCHASER/S, as proposed by the PROMOTER/VENDOR and approved by the authority have been annexed hereto and marked **ANNEXURE I**.

**AND WHEREAS** while approving the said plans, the 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/VENDOR while developing the SAID PLOT and the said Project and upon due observance and performance of which only the completion or occupation certificate, as the case may be, in respect of the said Project shall be granted by the concerned authority.

**AND WHEREAS** the PROMOTER/VENDOR has accordingly commenced construction of the said Project in accordance with the said approved plans.

**AND WHEREAS** when the ALLOTTE/S/PURCHASER/S approached the PROMOTER/VENDOR expressing his/her/their intention of purchasing a premises in the SAID PROJECT, along with all the title documents, approvals, approved plans, permissions, NOCS, legal report etc as mentioned above the ALLOTTEE/S/PURCHASER/S were also furnished the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions in respect of other amenities at the Said Complex were also furnished to the ALLOTTE/S/PURCHASER/S (as detailed out herein later in this agreement), making it absolutely clear that the ALLOTTE/S/PURCHASER/S may prefer to buy/acquire the premises in the SAID COMPLEX only if he/she/they is/are satisfied and



agreeable with the title of the PROMOTER/VENDOR, its development rights and other terms and conditions of construction, sale, maintenance, amenities etc. furnished to the ALLOTTE/S/PURCHASER/S.

**AND WHEREAS** the ALLOTTE/S/PURCHASER/S being satisfied, having verified through his/her/their lawyer, that the title of the SAID PLOT is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the ALLOTTE/S/PURCHASER/S of his/her/their own will, has expressed unto the PROMOTER/VENDOR his/her/their willingness to purchase a premises in the Said Complex and has requested unto the PROMOTER/VENDOR to construct and sell unto them the **FLAT No. \_\_, admeasuring \_\_\_\_ Sq. meters (\_\_\_\_ sqft) of super built up area corresponding to \_\_\_\_ Sq. meters (\_\_\_\_sqft)** of carpet area, on the First Floor of the building in the SAID PROJECT. This **FLAT No. \_\_\_\_\_**, is more particularly described in the **SCHEDULE D** hereunder written and is hereinafter referred to as **“SAID PREMISES”**. The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/VENDOR shall be as specified in **SCHEDULE D1** hereunder.

**AND WHEREAS** vide Letter dated **\_\_/\_\_/2018** addressed by the VENDOR/PROMOTER/VENDOR and duly received and acknowledged by the ALLOTTE/S/PURCHASER/S, the VENDOR/PROMOTER/VENDOR has agreed to construct and sell unto the ALLOTTE/S/PURCHASER/S the SAID PREMISES for the final consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** arrived at after giving in/passing in advance benefit of input credit under GST (Goods and Service Tax) to the ALLOTTE/S/PURCHASER/S.

**AND WHEREAS** prior to the execution of these presents the ALLOTTE/S/PURCHASER/S has paid to the PROMOTER/VENDOR a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) dated \_\_\_\_/\_\_\_\_/2018 draw on \_\_\_\_\_Bank, being part payment of the sale price of the SAID PREMISES agreed to be sold by the PROMOTER/VENDOR to the ALLOTTE/S/PURCHASER/S as advance payment (the payment and receipt whereof the PROMOTER/VENDOR both hereby admit and acknowledge) and the ALLOTTE/S/PURCHASER/S has agreed to pay to the PROMOTER/VENDOR the balance of the sale price amounting to in the manner hereinafter appearing.

**AND WHEREAS** under section 13 of the said Act the PROMOTER/VENDOR is required to execute a written Agreement for sale of said Said premises to the ALLOTTE/S/PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The PROMOTER/VENDOR shall construct the SAID PREMISES consisting of ground plus upper floor and First floor on the SAID PLOT in accordance

with the plans as approved by the concerned local authority from time to time. **Provided** that the PROMOTER/VENDOR shall have to obtain prior consent in writing to the ALLOTTE/S/PURCHASER/S in respect of variations or modifications which may adversely affect the SAID PREMISES of the ALLOTTE/S/PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area agreed to be sold to the ALLOTTEE/S/PURCHASER/S.

1.a. (i) The ALLOTTE/S/PURCHASER/S hereby agrees to purchase from the PROMOTER/VENDOR and the PROMOTER/VENDOR hereby agrees to sell to the ALLOTTE/S/PURCHASER/S the **FLAT No.** \_\_\_\_\_ **admeasuring** \_\_\_\_\_ **Sq. meters (\_\_\_\_\_ sqft) of super built up area corresponding to \_\_\_\_\_ Sq. meters (\_\_\_\_\_sqft) of carpet area** as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE 2** for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the **SCHEDULE E** annexed herewith. The carpet area, Built up Area and Super Built up Area as per conventional practice followed by the PROMOTER/VENDOR shall be as specified in **SCHEDULE D1** hereunder.

1.b. The total aggregate consideration amount for the SAID FLAT is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs Only)**, exclusive of taxes and other charges as payable.

1.c. The ALLOTTE/S/PURCHASER/S has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as advance hereby agrees to pay to the PROMOTER/VENDOR the balance amount of purchase **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs Only)**, in the following manner:

#### **SCHEDULE OF PAYMENT/PAYMENT PLAN**

The entire consideration of the said **FLAT No.** \_\_\_\_\_ is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Lakhs Only)**. which is to be paid to the PROMOTER/VENDOR as per the stages mentioned herein below:-

1. **At the time of execution of this Agreement Rs: 2,00,000/-**
2. **On Completion of Plinth. Rs: 4,00,000/-**

3.	On Completion of first slab.	Rs: 4,00,000/-
4.	On Completion of second slab.	Rs: 4,00,000/-
4.	On Completion of Third slab.	Rs: 3,00,000/-
5.	On Completion of masonry.	Rs: 3,00,000/-
6.	On Completion of external plaster.	Rs: 3,00,000/-
7.	On Completion of internal plaster.	Rs: 3,00,000/-
8.	On Completion of plumbing & flooring.	Rs: 3,00,000/-
9.	On completion of electrical & painting	Rs: 3,00,000/-
10.	Payment on possession.	Rs: 3,00,000/-
<b>TOTAL AMT.</b>		<b>Rs: _____/-</b>

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

1.d. The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER/VENDOR by way of GST, Infrastructure tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER/VENDOR) up to the date of handing over the possession of the SAID PREMISES. The details of other charges and taxes are provided **SCHEDULE G.**

1.e. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase

in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER/VENDOR undertakes and agrees that while raising a demand on the ALLOTTE/S/PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER/VENDOR shall enclose the said notification/order/rule/regulation published/issued on that behalf to that effect along with the demand letter being issued to the ALLOTTE/S/PURCHASER/S, which shall only be applicable on subsequent payments.

1.f. The PROMOTER/VENDOR may allow, in its sole discretion, a rebate for early payments of instalments payable by the ALLOTTE/S/PURCHASER/S on such terms and conditions as the parties may mutually decide. However, the exercise of this option is optional and not compulsory and shall be at the liberty and sole discretion of the PROMOTER/VENDOR and his decision shall be final.

1.g. The PROMOTER/VENDOR shall confirm the final carpet area that has been allotted to the ALLOTTE/S/PURCHASER/S after the construction of the said project is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER/VENDOR. If there is any reduction in the carpet area within the defined limit then PROMOTER/VENDOR shall refund the excess money paid by ALLOTTE/S/PURCHASER/S 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 ALLOTTE/S/PURCHASER/S. If there is any increase in the carpet area allotted to ALLOTTE/S/PURCHASER/S, the PROMOTER/VENDOR shall demand that from the ALLOTTE/S/PURCHASER/S as per the next milestone of the Payment Plan. All these monetary adjustments

shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.

1.h. The ALLOTTE/S/PURCHASER/S authorizes the PROMOTER/VENDOR to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER/VENDOR may in its sole discretion deem fit and the ALLOTTE/S/PURCHASER/S undertake/s not to object/demand/direct the PROMOTER/VENDOR to adjust his payments in any manner.

1.i. In case the ALLOTTE/S/PURCHASER/S desire amenities and/or use of material/s other than those specified in **SCHEDULE F** and/or the ALLOTTE/S/PURCHASER/S desire any changes, all of which are within the rules and regulations of competent authorities, the PROMOTER/VENDOR shall entrust the execution of such amenities or providing of materials or changes desired by the ALLOTTE/S/PURCHASER/S to the competent contractor. If the same entails any additional expenditure the entire additional expenditure shall

be paid by the ALLOTTE/S/PURCHASER/S to the said contractor before the said change of work or providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the PROMOTER/VENDOR has absolute discretion not to entertain the request for change/changes in the plan/amenities as desired by the ALLOTTE/S/PURCHASER/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the ALLOTTE/S/PURCHASER/S. Any changes suggested, shall necessary be addressed to the PROMOTER/VENDOR in writing.

2.1 The PROMOTER/VENDOR hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of approving the said plans or thereafter and shall before handing over possession of the Said premises to the ALLOTTE/S/PURCHASER/S, obtain from the concerned local authority occupation and/or completion certificates in respect of the Said premises.

1.2. Time is of essence for the PROMOTER/VENDOR as well as the ALLOTTE/S/PURCHASER/S. The PROMOTER/VENDOR, subject to clause 8 contained hereinafter, shall abide by the time schedule for completing the project and handing over the SAID PREMISES to the ALLOTTE/S/PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be.

The ALLOTTE/S/PURCHASER/S shall also make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the PROMOTER/VENDOR as provided in clause 1 (c) herein above. ("Payment Plan").

3. The PROMOTER/VENDOR hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is 1693.80 square meters only and PROMOTER/VENDOR has planned to utilize FAR of 1680.85 The PROMOTER/VENDOR has disclosed the FAR of 59.54% as proposed to be utilized by him on the SAID PLOT in the said Project and ALLOTTE/S/PURCHASER/S has agreed to purchase the Said premises based on the proposed construction and sale of said premises to be carried out by the PROMOTER/VENDOR by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER/VENDOR only. Similarly, if before the completion of the sale deeds of all the premises in the SAID PROJECT,

if the FAR of the SAID PLOT increases, the same shall be for the benefit of the PROMOTER/VENDOR and the ALLOTTEE/S/PURCHASER/S shall have no right thereto.

The PROMOTER/VENDOR shall be at liberty to undertake additional construction to utilise the unused FAR or increased FAR, at any time in future, after obtaining necessary permission and approval from civic authorities, even after the completion of the SAID PROJECT and no consent of the ALLOTTEE/S/PURCHASER/S shall be required to be obtained nor the ALLOTTEE/S/PURCHASER/S shall create any obstruction to the PROMOTER/VENDOR from executing such additional construction to utilise the unused FAR of the SAID PLOT. As the unused FAR and or future increased FAR shall belong to the PROMOTER/VENDOR exclusively, the PROMOTER/VENDOR can have such unused or future FAR or development rights transferred or credited to any of his other project in the State of Goa under the scheme of TDR (Transfer Development Right) and no consent of the ALLOTTEE/SPURCHASER/S shall be ever required to be obtained. In any case permission or consent or no objection certificate, if any, of the ALLOTTEE/S/PURCHASER/S becomes necessary, the ALLOTTEE/S/PURCHASER/S shall grant such permission, consent or no objection, without any demand for consideration.

The PROMOTER/VENDOR hereby agrees that it shall, before handing over possession of the Said premises to the ALLOTTEE/S/PURCHASER/S and in any event before execution of a conveyance/sale deed of the structure of the said project in favour of a corporate body to be formed by the ALLOTTEE/S/PURCHASER/S of bungalows in the said project to be constructed on the said plot ( hereinafter referred to as " the Society"/ " the Limited Company" ) make full and true disclosure of the nature of its title to the said premises s of the said project as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said premises s of the said complex, and shall, as far as practicable, ensure that the said



premises of the said project is free from all encumbrances and that the PROMOTER/VENDOR has/have absolute, clear and marketable title to the said premises of the said project, except for the charge/s or lien arising out of or on account of any finance or loan which any of the ALLOTTE/S/PURCHASER/S of premises in the said project may have taken from any bank or financial institution, so as to enable him to convey the said premises to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance of the said premises of the said project by the PROMOTER/VENDOR in favour of the said Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said project or wing or on minimum of 60% of the total ALLOTTE/S/PURCHASER/S in such said project or wing having taken possession and the PROMOTER/VENDOR having received the full consideration from such ALLOTTE/S/PURCHASER/S or the requisite minimum no of ALLOTTE/S/PURCHASER/S having signed the requisite papers for submission of application of registration of society whichever is later. In case Maintenance Co-operative Housing Society is formed, the title of the Said Premises shall be transferred unto the ALLOTTE/S/PURCHASER/S via Sale Deed, only upon payment of the entire agreed consideration and all outgoings payable under this agreement.

6.1. The ALLOTTE/S/PURCHASER/S agrees to pay to the PROMOTER/VENDOR interest at 10% per cent per annum on all the amounts which become due and payable by the ALLOTTE/S/PURCHASER/S to the PROMOTER/VENDOR under the terms of this Agreement from the date the said amount is payable by the ALLOTTE/S/PURCHASER/S to the PROMOTER/VENDOR.

6.2. Without prejudice to right of PROMOTER/VENDOR to charge the interest in terms of sub clause (i) above, on the ALLOTTE/S/PURCHASER/S committing default in payment on due

date of any amount due and payable by the ALLOTTE/S/PURCHASER/S to the PROMOTER/VENDOR under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTE/S/PURCHASER/S committing breach of any of the terms and conditions herein contained, the PROMOTER/VENDOR shall be entitled at his own option, to terminate this Agreement:

**Provided** that, PROMOTER/VENDOR shall give notice of seven days in writing to the ALLOTTE/S/PURCHASER/S, by email at the email address or by registered AD at the address provided by the ALLOTTE/S/PURCHASER/S, of its intention to terminate this Agreement

and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTE/S/PURCHASER/S fails to rectify the breach or breaches mentioned by the PROMOTER/VENDOR within the period of notice, then at the end of such notice period the PROMOTER/VENDOR shall be entitled to terminate this Agreement and upon termination of this Agreement the PROMOTER/VENDOR shall be at liberty to dispose of and sell the Said premises to such person and at such price as the PROMOTER/VENDOR may in its absolute discretion think fit and in such case, no permission or consent of the ALLOTTEE/S/PURCHASER/S shall be required to be obtained nor the ALLOTTEE/S/PURCHASER/S shall be required to be joined in any such further transaction. In such case of termination, no cancellation instrument cancelling the present agreement shall be required to be executed and or registered, as the termination shall be automatic upon the expiry of the notice period, without any further reference to the ALLOTTE/S/PURCHASER/S.

If the ALLOTTE/S/PURCHASER/S refuses to accept the notice, the date of attempted delivery by the postal authorities shall be deemed

to be the date of service of notice for the purpose of counting the period of notice.

**Provided further** that upon termination of this Agreement as aforesaid, the PROMOTER/VENDOR shall refund to the ALLOTTE/S/PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTER/VENDOR) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the ALLOTTE/S/PURCHASER/S to the PROMOTER/VENDOR but the PROMOTER/VENDOR shall not be liable to pay to the ALLOTTE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 90% of the sale price of the Said Premises till such termination paid by the ALLOTTE/S/PURCHASER/S.

7. The PROMOTER/VENDOR shall give possession of the Said Premises to the ALLOTTE/S/PURCHASER/S on or before 30/11/2019. If the PROMOTER/VENDOR fails or neglects to give possession of the Said premises to the ALLOTTE/S/PURCHASER/S except for reasons stated in succeeding clause 8, then the PROMOTER/VENDOR shall be liable on demand to refund to the ALLOTTE/S/PURCHASER/S the amounts already received by it in respect of the Said premises with interest at the same rate as may mentioned in the clause 6 herein above from the date the PROMOTER/VENDOR received the respective sum till the date the amounts and interest thereon is repaid. The date hereby fixed for delivery of possession is only in respect of the Said Premises and not for completion of the amenities agreed. The interest so payable by the PROMOTER/VENDOR is inclusive of liquidated damages.

8. **Provided** that the PROMOTER/VENDOR shall be entitled to reasonable extension of time for giving delivery of Said premises on the aforesaid date and the ALLOTTEE/S/PURCHASER/S shall not exercise

the option provided in preceding clause 7, if the completion of Said Project in which the Said Premises is to be situated is delayed on account of -

1. War, Civil Commotion or Act of God.
2. Any notice, laws, order, rule, notification of Government and or Municipality/Panchayat and or any other public or Competent Authority which prevents the PROMOTER/VENDOR from carrying out the work of Development and construction over the SAID PROJECT.
3. Any delay on part of Village Panchayat /Municipality or any other Public Authorities in issuing or granting necessary Certificates /NOC/Permission/ License/ connections/installations to the said project under construction by the PROMOTER/VENDOR over the SAID Project.
4. Force-majeure causes or other reasons beyond the control of the PROMOTER/VENDOR.
5. any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, epidemics or war.
6. any delay due to activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises s or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time.
7. Any additional work in the Said premises undertaken by the PROMOTER/VENDOR at the instance of the ALLOTTE/S/PURCHASER/S.
8. Any delay or default by the ALLOTTE/S/PURCHASER/S in making payments as per terms and conditions of this present

Agreement (without prejudice to the rights of the PROMOTER/VENDOR under this Agreement).

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

8.2 The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTER/VENDOR shall have sufficient time to complete the amenities agreed in this agreement beyond the date fixed in clause 7 above.

9.1. **Procedure for taking possession** - The PROMOTER/VENDOR, upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Said Premises, to the ALLOTTE/S/PURCHASER/S in terms of this Agreement to be taken within 2 (two months from the date of issue of such notice and the PROMOTER/VENDOR shall give possession of the Said Premises to the ALLOTTE/S/PURCHASER/S. The PROMOTER/VENDOR agrees and undertakes to indemnify the ALLOTTE/S/PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER/VENDOR. The ALLOTTE/S/PURCHASER/S agree(s) to pay the maintenance charges as determined by the PROMOTER/VENDOR or association of ALLOTTE/S/PURCHASER/Ss, as the case may be. The PROMOTER/VENDOR on its behalf shall offer the possession to the ALLOTTE/S/PURCHASER/S in writing within 7 days of receiving the occupancy certificate of the Project. If the ALLOTTE/S/PURCHASER/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

9.2. The ALLOTTE/S/PURCHASER/S shall take possession of the Said premises within 15 days of the PROMOTER/VENDOR giving written notice to the ALLOTTE/S/PURCHASER/S intimating that the Said premises are ready for use and occupation.

9.3. Failure of ALLOTTE/S/PURCHASER/S to take Possession of [Said premises /Plot]: Upon receiving a written intimation from the PROMOTER/VENDOR as per clause 9.1 (including in case of refusal of service or deemed service), the ALLOTTE/S/PURCHASER/S shall take possession of the Said Premises from the PROMOTER/VENDOR by paying all amounts, executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER/VENDOR shall give possession of the Said Premises to the ALLOTTE/S/PURCHASER/S. In case the ALLOTTE/S/PURCHASER/S fails to take possession within the time provided in clause 9.1 such ALLOTTE/S/PURCHASER/S shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the SAID Project and the Said Premises thereon, from the date of Occupancy Certificate.

9.4. If within a period of five years from the date of handing over the Said Premises to the ALLOTTE/S/PURCHASER/S, the ALLOTTE/S/PURCHASER/S brings to the notice of the PROMOTER/VENDOR any structural defect in the Said Premises or the building in which the Said premises is situated (Cracks to the plaster/dampness in external walls, moisture to the walls shall not be considered as defect), then, wherever possible such defects shall be rectified by the PROMOTER/VENDOR at his own cost and in case it is not possible to rectify such defects, then the ALLOTTE/S/PURCHASER/S shall be entitled to receive from the PROMOTER/VENDOR(s) compensation for such defect or change.

If there is a dispute regarding any defect in the said project or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

10. The compensation payable under this clause 9.4 above, shall be 1% of the sale price of the said premises as on date or the actual cost of repairs, whichever is less.

10. The ALLOTTE/S/PURCHASER/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose of residence only. He/She/they shall use the garage or parking space only for purpose parking the vehicle.

11. The ALLOTTE/S/PURCHASER/S along with other ALLOTTE/S/PURCHASER/S of Said premises s in the said project shall join in forming and registering the Society or a Limited Company to be known by such name as the PROMOTER/VENDOR may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society 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/VENDOR within seven days of the same being forwarded by the PROMOTER/VENDOR to the ALLOTTE/S/PURCHASER/S, so as to enable the PROMOTER/VENDOR to register the common organisation of ALLOTTE/S/PURCHASER/S. No objection shall be taken by the ALLOTTE/S/PURCHASER/S if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13. The PROMOTER/VENDOR shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the PROMOTER/VENDOR in the said premises, with the exclusion of any unused or future FAR, which shall always be the property of the PROMOTER/VENDOR.

13.1. Within 15 days after notice in writing is given by the PROMOTER/VENDOR to the ALLOTTEE/S/PURCHASER/S that the Said premises is ready for use and occupation, the ALLOTTEE/S/PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Said premises ) of outgoings in respect of the said plot and said premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and Said Project, irrespective of whether the ALLOTTEE/S/PURCHASER/S have taken possession or not. Until the Society or Limited Company is formed and the said structure of the said project or wings is transferred to it, the ALLOTTEE/S/PURCHASER/S shall pay to the PROMOTER/VENDOR, such proportionate share of outgoings as may be determined. The ALLOTTEE/S/PURCHASER/S further agrees that till the ALLOTTEE/S/PURCHASER/S's share is so determined, the ALLOTTEE/S/PURCHASER/S shall pay to the PROMOTER/VENDOR provisional yearly contribution of Rs. 12,000/- towards the outgoings. The amounts so paid by the ALLOTTEE/S/PURCHASER/S to the PROMOTER/VENDOR, shall not carry any interest and remain with the PROMOTER/VENDOR until a conveyance of the said premises of the said project is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the said premises,



the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER/VENDOR to the Society or the Limited Company, as the case may be. The ALLOTTE/S/PURCHASER/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTE/S/PURCHASER/S shall be regarded as the default on the part of the ALLOTTE/S/PURCHASER/S and shall entitle the PROMOTER/VENDOR to charge interest @ 14% p.a. on the dues, in accordance with the terms and conditions contained herein.

14. The ALLOTTE/S/PURCHASER/S shall on or before delivery of possession of the said premises or on demand by the PROMOTER/VENDOR whichever is earlier, keep deposited with the PROMOTER/VENDOR, the following amounts :-

- (i) Rs. 2,500/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. \_\_\_\_/- for proportionate share of infrastructure taxes and other charges/levies
- (iii) Rs. 12,000/- for deposit towards provisional yearly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Rs. 20,000/- for Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Deposits of electrical receiving, transformer and Sub Station provided in Layout as actual;
- (vi) GST @ 12% on the Sale Price at the time of payment of each installment (Total GST shall be Rs. \_\_\_\_/-);
- (vii) Amount towards installation of the transformer, line minimum charges at actual in proportionate to the area of the said premises.

15. The ALLOTTE/S/PURCHASER/S shall pay to the PROMOTER/VENDOR a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER/VENDOR in connection with formation of the said Society, or Limited Company, or any other Entity and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

16. At the time of registration of conveyance of the structure of the building, the ALLOTTE/S/PURCHASER/S shall pay to the PROMOTER/VENDOR, the ALLOTTE/S/PURCHASER/Ss' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said project. At the time of registration of conveyance of the said Land, the ALLOTTE/S/PURCHASER/S shall pay to the PROMOTER/VENDOR, the ALLOTTE/S/PURCHASER/Ss' share of stamp duty and registration charges payable, on such conveyance or any document or instrument of transfer in respect of the structure and the said plot to be executed in favour of the Entity.

**17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR:**

The PROMOTER/VENDOR hereby represents and warrants to the PROSPECTIVE PURCHASER as follows:

- i. The PROMOTER/VENDOR has Clear and marketable title with respect to the said plot; as declared in the title report and the PROMOTER/VENDOR has the requisite rights to carry out development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the Project;
- ii. The PROMOTER/VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of

the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said plot or the Said Project;

iv. There are no litigations pending before any Court of law with respect to the said plot or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, said Plot and said premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Project, said plot and said premises shall be obtained by following due process of law and the PROMOTER/VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, said premises and common areas;

vi. The PROMOTER/VENDOR 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 ALLOTTE/S/PURCHASER/S created herein, may prejudicially be affected;

vii. The PROMOTER/VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the Project and the Said Premises which will, in any manner, affect the rights of ALLOTTE/S/PURCHASER/S under this Agreement;

viii. The PROMOTER/VENDOR confirms that the PROMOTER/VENDOR is not restricted in any manner whatsoever

from selling the said premises to the ALLOTTE/S/PURCHASER/S in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association/society of ALLOTTE/S/PURCHASER/S the PROMOTER/VENDOR shall handover lawful, vacant, peaceful, physical possession of the common areas of the said premises to the Entity;

ix. The PROMOTER/VENDOR has duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot) has been received or served upon the PROMOTER/VENDOR in respect of the said plot and/or the Project except those disclosed in the title report and recital clause of this agreement.

18. The ALLOTTE/S/PURCHASER/S or himself/herself/themselves with intention to bring all persons into whosoever is hands the Said premises may come, hereby covenants with the PROMOTER/VENDOR as follows :-

- i. To maintain the Said premises at the ALLOTTE/S/PURCHASER/S own cost in good and tenantable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything in or to the said project in which the Said premises is situated which may be against the rules, regulations or bye-laws or

change/alter or make addition in or to the said project in which the Said premises is situated and the Said premises itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said project in which the Said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said premises is situated, including entrances of the said project in which the Said premises is situated and in case any damage is caused to the said project in which the Said premises is situated or the Said premises on account of negligence or default of the ALLOTTE/S/PURCHASER/S in this behalf, the ALLOTTE/S/PURCHASER/S shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it was delivered by the PROMOTER/VENDOR to the ALLOTTE/S/PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the Said premises is situated or the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTE/S/PURCHASER/S committing any act in contravention of the above provision, the ALLOTTE/S/PURCHASER/S shall be responsible and liable for

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

- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said premises is situated and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the PROMOTER/VENDOR and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said project in which the Said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the said land and the Said project in which the Said premises is situated.
- vii. Pay to the PROMOTER/VENDOR within fifteen days of demand by the PROMOTER/VENDOR, his share of security deposit and other amounts as demanded by the PROMOTER/VENDOR, concerned local authority or Government for giving water,

electricity or any other service connection to the said project in which the Said premises is situated.

- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said premises by the ALLOTTE/S/PURCHASER/S to any purposes other than for purpose for which it is sold.
- ix. The ALLOTTE/S/PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the ALLOTTE/S/PURCHASER/S to the PROMOTER/VENDOR under this Agreement are fully paid up and only if the ALLOTTE/S/PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTE/S/PURCHASER/S has intimated in writing to the PROMOTER/VENDOR and obtained the written consent of the PROMOTER/VENDOR for such transfer, assign or part with the interest etc.
- x. The ALLOTTE/S/PURCHASER/S shall observe and perform all the rules and regulations which the Society or the Limited Company or any other Entity may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project and the Said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTE/S/PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the Society/Limited

Company/Entity regarding the occupation and use of the Said premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building and the Land in which Said premises is situated is executed in favour of Society/Limited Society, the ALLOTTE/S/PURCHASER/S shall permit the PROMOTER/VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project or any part thereof to view and examine the state and condition thereof.
- xii. The ALLOTTE/S/PURCHASER/S shall strictly park his/her/their vehicle in the allotted parking space. No parking shall be allowed in the common area.
- xiii. The ALLOTTE/S/PURCHASER/S shall not be entitled to partition his/her/their share from the SAID PLOT.
- xiv. The ALLOTTE/S/PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said project or undivided right in the SAID PLOT.
- xv. The ALLOTTE/S/PURCHASER/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTER/VENDOR constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTER/VENDOR.
- xvi. Any diligence shown by the PROMOTER/VENDOR in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.



xvii. The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROMOTER/VENDOR. The ALLOTTE/S/PURCHASER/S is/are expected to inquire with the PROMOTER/VENDOR regarding the stage of completion.

19. It is made clear that in respect of the premises remaining unsold in the said project, whether during the period of maintenance of the said project by the PROMOTER/VENDOR/VENDOR or after the formation of the society or company, the PROMOTER/VENDOR/VENDOR shall be liable only to pay the house tax corresponding to the unsold premises and the PROMOTER/VENDOR/VENDOR shall not be required to contribute towards annual maintenance of the said project corresponding to the unsold premises.

20. The VENDOR/PROMOTER/VENDOR shall maintain a separate account in respect of sums received by the VENDOR/PROMOTER/VENDOR from the ALLOTTE/S/PURCHASER/S as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings and legal charges, and shall utilize the amounts only for the purposes for which they have been received.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said premises or of the said Plot and said project or any part thereof. The ALLOTTE/S/PURCHASER/S shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the VENDOR/PROMOTER/VENDOR until the said structure of the said

project and Land is transferred to the Society/Limited Company or any other Entity.

22. VENDOR/PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE After the VENDOR/PROMOTER/VENDOR executes this Agreement he shall not mortgage or create a charge on the Said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S/PURCHASER/S who has taken or agreed to take such Said premises.

23. The name of the said project shall be **“ROYAL ARCADE”** and that of the Society that shall be formed shall be named **“*Royal Arcade Co-operative Housing Society Ltd.*”** at all times which the ALLOTTEE/S/PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said project.

24. The ALLOTTEE/S/PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the ALLOTTEE/S/PURCHASER/S to the VENDOR/PROMOTER/VENDOR under this Agreement are fully paid up and only if the ALLOTTEE/S/PURCHASER/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE/S/PURCHASER/S has/have intimated in writing to the VENDOR/PROMOTER/VENDOR and obtained the written consent of the VENDOR/PROMOTER/VENDOR for such transfer, assign or part with the interest etc.

25. In any case, in all instruments with third party regards transfer, assignment, allotment, exchange of rights and interest in the SAID PREMISES, whether executed before or after full payment but before

transfer of title by executing conveyance deed unto the Society or limited company, the VENDOR/PROMOTER/VENDOR shall be compulsorily joined and necessary administrative/transfer fees of the DEVELOPER shall be paid by the ALLOTTEE/S PURCHASER/S, before execution of such instrument/s. The fee shall be an amount equivalent to being 0.5% of the transfer price determined with such third party. Such fees shall be exclusively appropriated by the VENDOR/PROMOTER/VENDOR and shall not be transfer to the account of the society or limited company as may be formed.

26. In case any of the cheques issued by the ALLOTTEE/S/PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason/s, the VENDOR/PROMOTER shall be at liberty to file appropriate proceedings for recovery of money and or dishonour of cheque/s and in case of dishonour, the entire sum paid till then shall stand forfeited in favour of the /VENDOR/LAND OWNER-CUM- DEVELOPER.

#### 27. ENTIRE AGREEMENT

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

#### 28. RIGHT TO AMEND

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

#### 29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTE/S/PURCHASER/S of the [Said premises /Plot], in case of a transfer, as the said obligations go along with the [Said premises /Plot] for all intents and purposes.

30. SEVERABILITY

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

31. CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTE/S/PURCHASER/S has to make any payment, in common with other ALLOTTE/S/PURCHASER/S in Project, the same shall be computed on proportionate/pro-rata basis by the VENDOR/PROMOTER and borne by the ALLOTTE/S/PURCHASER/S accordingly.

32. FURTHER ASSURANCES

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

33. The ALLOTTE/S/PURCHASER/S and/or VENDOR/PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the VENDOR/PROMOTER will attend such office and admit execution thereof.

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

**SCHEDULE A**  
**(Of the SAID BIGGER PROPERTY)**

ALL THAT landed property known as “MURDA O GRANDE”, situated at Ward Murda O Grande, Nuvem, Salcete, Goa, described in the Land Registration Office of Salcete under Description No. 32612 of Book B-84 (NS) and bounded as whole as under:

East	:	by the land of Confraria of Our Lady of Conceicao from Margao;
West	:	by the land of Sebastiao Mascarenhas;
North	:	by the land of said Sebastiao Mascarenhas, Gabriel Dias, Joao Manoel Fernandes, Sebastiao Mascarenhas, Antonio Rosario Gomes and with the land of heirs of Salvador Gomes;
South	:	by the land of heirs of Alexandrino Alvares and with the land of Constancio Fernandes, Lourenco Rosario Fernandes and Barrier Pinto.

**SCHEDULE B**

**(of the SAID PROEPRTY)**

All that property known as “MURDA GRANDE” admeasuring 4050.00 Sq. meters, consisting of residential house, outhouses in dilapidated and unusable conditions and a drinking water well, located at Nuvem, within the limits of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, forming Eastern Half of the Said Bigger Property described in SCHEDULE A hereinabove written, Surveyed under Survey no. 125/4 of Nuvem Village and is bounded as under:

*As per Survey Records*

East	:	by drain beyond which lies the property under Survey No. 124/1;
West	:	by the property under Survey no. 125/3 of Nuvem Village;
North	:	by Public road; and
South	:	partly by property under Survey No. 125/10 and partly by drain beyond which lies the properties under Survey nos. 125/5, 6, 7, 8 and 9 of Nuvem Village.

The SAID PROPERTY is better identified in the Survey Plan annexed hereto at PLAN A and the same forms part of this deed.

Note: The drain as shown on the Survey Plan to have been existing on the South of the Said Property actually at loco only partly exists particularly on the south of the Plot A of the Said Property while the remaining part of the said drain does not physically exists at loco as the same has been filled with mud with the passage of time.

**SCHEDULE C**

**(Of the SAID PLOT)**

All that PART/PLOT B now surveyed under survey No. 125/4-B admeasuring an area of 2823.00 Sq. mts, forming western part of the

property described in Schedule B herein above written and is bounded as under:

- East : by 6.00 meters wide reserved road;
- West : By property under Survey No. 125/3 of Nuvem Village;
- North : By public road proceeding from Nuvem Church to Majorda; and
- South : partly by property under Survey No. 125/10 and partly by drain beyond which lies the properties under Survey nos. 125/7, 8 and 9 of Nuvem Village.

#### **SCHEDULE D**

##### **(OF THE SAID PREMISES)**

ALL THAT FLAT No. \_\_\_\_, located on First Floor of the building having area as detailed out in SCHEDULE D1 hereunder written, under construction in the SAID PLOT described in the SCHEDULE C hereinabove written and is bounded as under:

- East : by Flat No. FF-8 and the staircase of the same building;
- West : by open setback followed by property under Survey No. 125/3 of Nuvem Village;
- North : by open setback followed by the public road; and
- South: by the staircase and open setback followed by Flat No. FF-6.

Car parking area identified as **P-\_\_** is made available in the stilt on the ground level of the **“ROYAL ARCADE”** Building which is as shown marked in red colour lines in the PLAN-III annexed to this Agreement and forming part thereof.

#### **SCHEDULE D1**

##### **(Details of Area of the SAID PREMISES)**

- Carpet Area : 62.73 Sq. meters;
- Built up area : \_\_\_\_ Sq. meters.

The Approved Construction Plan of the SAID PROJECT is annexed hereto and marked as **ANNEXURE 1**.

The Construction Plan of the SAID PREMISES is annexed hereto and marked as **ANNEXURE 2**.

### **SCHEDULE E**

#### **(Amenities at the SAID PROJECT)**

1. CCTV Surveillance (common areas only);
2. Intercom facility;
3. 24 hours water supply (subject to supply from PWD);
4. All sides compound wall with lights;
5. Provision for broadband internet;
6. Well-lit internal roads;
7. Private parking space;
8. Provision for inverter, AC
9. Provision of solar water heater.

### **SCHEDULE F**

#### **SPECIFICATION OF THE SAID PREMISES**

- i) **Structure:** RCC framed structure as per the approved plans.
- ii) **Electrical work:** a) concealed electrical wiring (b) Electrical wiring to take electrical load of 3 phase connection (c) power points for: (i) Living Hall: 2 fans, 2 lights, 1 plug, 1T. V. and telephone point
- iii) **Bedrooms/Kitchen:** 1 light, 1 fan and 1 plug point and one 15 amps point
- iv) **Toilet:** 1 light point and one 15 amps point
- v) **Plumbing work:** water supply shall be through G.I. pipes or PVC pipes of necessary dia., underground sump and overhead tank
- vi) **Flooring:** Glazed Vetrified tiles shall be provided and scarting shall be to suit the flooring. Toilets flooring shall be ceramic of



brands Naveen non slippery type and wall tiles shall matching with floor tiles ceramic tiles.

- vii) **Kitchen platform:** shall be provided with granite stone on the top surface and dado upto 01 metre high shall be provided with coloured ceramics tiles.
- viii) **Doors and Windows:** All doors frame shall be of first class Sal/mattiwood. The main door shall be of 35mm thick teak wood paneled door as per approved drawings. The remaining doors shall be of 35 m marine flush doors. The windows shall be of wooden teakwood/shivon wood. All the fixtures for doors and windows shall be of stainless steel.
- ix) **Painting:** Internal walls shall be painted with acrylic paints of 2 coats and external walls shall be painted with cement paint.

**SCHEDULE G**

**(Details of Taxes and other outgoings)**

Electricity Charges	:	Rs. 10,000/-
Water Charges	:	Rs. 10,000/-
Infra-structure Tax	:	Rs. _____/-
GST (12%)	:	Rs. _____/-
Society Formation Charges	:	Rs. 2500/-
Maintenance Charges (1 year)	:	Rs. 24,000/-
Drafting		
(Agreement + Sale Deed)	:	Rs. 10,000/-
Other Charges		
(not mentioned herein)	:	As per clause 14

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

**SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  
PROMOTER/VENDOR:**

**M/S ROYAL DEVELOPERS**

A partnership Firm

Represented by its Partners

(i) **MR. ALBINO ANAND FERNANDES**

\_\_\_\_\_  
**MR. ALBINO ANAND FERNANDES**

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LEFT HAND FINGER PRINT IMPRESSION

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RIGHT HAND FINGER PRINT IMPRESSION

(ii)    **MR. EDWARD PHILIFE FERNANDES**

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**MR. EDWARD PHILIFE FERNANDES**

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LEFT HAND FINGER PRINT IMPRESSION

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RIGHT HAND FINGER PRINT IMPRESSION

**(iii) MR. KEDAR NAGENDRA JAGDALE**

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**Mr. KEDAR NAGENDRA JAGDALE**

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LEFT HAND FINGER PRINT IMPRESSION

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RIGHT HAND FINGER PRINT IMPRESSION

**SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  
ALLOTTE/S/PURCHASER/S:**

**Mr.** \_\_\_\_\_

The party of the Second Part  
In the presence of.....

\_\_\_\_\_  
**Mr.** \_\_\_\_\_

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LEFT HAND FINGER PRINT IMPRESSION

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RIGHT HAND FINGER PRINT IMPRESSION

**Witnesses:**

1.

Name

:
- Address

:
- Signature

:
2.

Name

:
- Address

:
- Signature

: