

ANNEXURE 'A'

[See rule 10(1)]

AGREEMENT FOR CONSTRUCTION & SALE

THIS AGREEMENT FOR CONSTRUCTION AND SALE is made at Vasco da Gama, Goa, Mormugao of State of Goa on this _____ Day of the month of the year _____.

BETWEEN

SUNNY BAY ESTATE PVT LTD., A Company registered under the Companies Act 1956, having its registered Office at D-7/7429, Vasant Kunj, New Delhi-110070, bearing Pan Card No. AAKCS7379B, through its Director MR. JOY BAHL, son of Raj Krishan Bahl, 48 years of age, married, business, Indian National, resident of S-28, Block-S, G.K.-II, Delhi-110048, herein represented by their Vice President Mr. Dinesh Nayyar son of late O.P. Nayyar, 53 years of age, married, business, Indian National, resident of BF4/5, 1st Floor, Campal Trade Centre, Campal, Panaji, Goa vide Resolution dated 17/11/2016 duly notarized before the Notary Public Adv. S. Karpe under Regn. No. _____ of Panaji, Goa, hereinafter called as the **“BUILDER/DEVELOPER/VENDOR”** (which expression shall unless repugnant the context or meaning thereof be deemed to mean and include their heirs, administrators, executors, legal representatives and assigns) OF THE FIRST PART.

AND

MRS. _____, wife of _____, _____ years of age, married, service, Indian National, having a PAN Card bearing No. _____, resident of _____, hereinafter called as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include her legal heirs, executors, administrators, successors and assigns) OF THE SECOND PART.

AND WHEREAS, there exist 3 PLOTS OF LAND, admeasuring 2080 Sq. Mts. bearing Chalta No. 81, 168, & 169 of P.T. Sheet No. 73 of City Survey Mormugao being:

a] Plot of land admeasuring 60 Sq. Mts. bearing Chalta No. 81 P.T. Sheet No. 73 known as “OSTORI FIRST PLOT” described under No. 22391 of new series in the office of Land Registrar of Salcete and enrolled in the Taluka Revenue of Salcete under Matriz No. 263.

b] Plot of land admeasuring 1395 Sq. Mts. bearing Chalta No. 169 P.T. Sheet No. 73, known as “SACORNA” neither described in the office of Land Registrar of Salcete nor enrolled in the Taluka Revenue Office of Salcete for Matriz, and

c] Plot of land, admeasuring 625 Sq. Mts. bearing Chalta No. 168 and P.T. Sheet No. 73, described in the office of Land Registrar of Salcete under No. 16780 of Book B-42 and No. 20252 of Book B-52, enrolled in the Taluka Revenue Office

under Matriz No. 223 along with the old building known as “HOTEL KAVERI” constructed on the said Plots of Land, situated within the Municipal Limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, South Goa District of State of Goa. The said Plots of Land along with Old Building known as “HOTEL KAVERI” is more particularly described in SCHEDULE-I-A hereinafter written. The said Plots of Land along with Old Building known as “HOTEL KAVERI” hereinafter called as the said “PROPERTY NO.1”

WHEREAS, there exist another property, admeasuring 470 Sq. Mts. Approximately forming a part of the larger property, known as property “OZERI” alias “UZNORI”, admeasuring 780 Sq. Mts. Approximately, bearing Chalta No. 80 of P.T. Sheet No. 73 of Vasco city, described in the Land Registration Office of Salcete under No. 43882 of Book B 114 [NEW] and Enrolled in the Land Revenue Office under Matriz No. 262, situated within the Municipal limits of Mormugao Municipality, Taluka and Sub-District of Mormugao, South Goa District of Salcete of Goa, is more particularly described in SCHEDULE-1B herein after written. The said property hereinafter called as the “PROPERTY NO. 2”.

AND WHEREAS, property No. 1 is purchased by M/s C.S. Construction Company vide Deed of Sale dated 15/07/2007, duly executed before the Sub Registrar of Mormugao under Registration No. 1027 at pages 106 to 152

of Book No. I, Volume 717 dated 31/7/2007 and subsequently by Deed of Rectification and Confirmation dated 15/05/2009, duly executed before the Sub Registrar of Mormugao under Registration No. 569 at pages 226 to 254 of Book No. I, Volume 953 dated 20/5/2009.

AND WHEREAS, subsequently property No. 2 is also purchased by M/s C.S. Construction Company vide Deed of sale dated 05/03/2007, duly executed before the Sub Registrar of Mormugao under Registration No. 638 at pages 130 to 154 of Book No. I, Volume 685 dated 30/4/2007.

AND WHEREAS, the said company M/s C.S. Construction has demolished the said old Building situated in the Property No. 1 AND has combined Property No. 1 and Property No. 2 for the purpose of constructing a Building, herein after called as the said "Plot of Land".

AND WHEREAS, the Sunny Bay Estates Pvt. Ltd. as a Builder/Developer has entered into an Agreement for Development and Construction dated 23/09/2010 with the M/s C.S. Construction Company for development of the said Property and construction of a building on the said property and to sell the Flats/shops/offices in the said proposed building to the various Purchaser/s as per the Scheme floated by the Builder, which is executed before the Notary Public S. P. Verma of Delhi, dated 29/09/2010.

AND WHEREAS, M/S C. S. CONSTRUCTION has got approved the plans of the said commercial cum residential project vide Order No. MPDA/1-C-207/09-10/1327 dated 21/10/2009 of Mormugao, Planning and Development Authorities and also obtained the approval of Asstt. Engineer P.W.D., Primary Health Center.

AND WHEREAS, the M/s C.S. Construction has also obtained a Construction License from the Mormugao Municipal Council bearing License No. 130/10 dated 04/03/2010 and an approval from the Mormugao Planning and Development Authority under No. MPDA/1-C-207/09-10/1327 dated 21/10/2009 and further it is renewed on 17/04/2017 vide No. MPDA/1-F-229/2017-18/80.

AND WHEREAS, M/s Sunny Bay Estates Pvt. Ltd. [BUILDER/DEVELOPER] has started construction of building on the said Property consisting of Flats/Shops/offices having ground Floor plus 7 Floor, having 39 Flats, 6 shops, 36 Offices and basement/stilt parking. The said building shall be known as "PORT TOWER" and shall hereinafter referred to as the "THE SAID BUILDING".

AND WHEREAS, the said Vendor purchased the said properties No. 1 and 2 with approved plans and "on as

on where is basis” from M/s C.S. Construction Company vide two different Deed of Sale dated 13/08/2013 registered under No. MOR-BK1-01199-2013, CD No. MORD1 of Book No. 1 and Deed of Sale dated 13/08/2013 registered under No. MOR-BK1-01198-2013, CD No. MORD1 of Book No. 1 both executed before the sub-registrar of Mormugao, Goa. Thus the Sunny Bay Estates Pvt. Ltd. now becomes a Vendor/Builder/Developer.

AND WHEREAS, at the request of the PURCHASER the VENDOR/BUILDER/DEVELOPER agreed to construct **Office, bearing No. _____, having Super built-up area of _____ Sq. Mts. along with undivided Proportionate share in Land and building, situated on the _____ Floor of the building known as “PORT TOWER”** as described in details in SCHEDULE-II hereafter written and is shown and delineated in red boundary line [for the purpose of identification signed by the parties hereto] on the Plan annexed hereto, which shall be referred herein after as the “SAID PREMISES” for the sake of brevity, as shown delineated in red boundary line on the plan annexed hereto for the sake of brevity and shall form part of this agreement with specification.

AND WHEREAS, the Purchaser is willing to purchase the said Office bearing **Office No. _____, having Super built-up area of _____ Sq. Mts. along with undivided share in land and building situated on the _____**

Floor of Building “PORT TOWER”, above mentioned for the total consideration of Rs. _____/- (Rupees _____ Only).

AND WHEREAS, the Vendor/Builder/Developer and Purchaser have agreed to execute the necessary Agreement to that effect.

**NOW THEREFORE THIS AGREEMENT FOR
CONSTRUCTION & SALE WITNESSES AS UNDER:**

1. The consideration for the construction of “SAID PREMISES” along with the undivided proportionate right in the Land & Building shall be Rs. _____/- (Rupees _____ Only), which is payable by the PURCHASER to the VENDOR/BUILDER/DEVELOPER in accordance with mode of payment set out in SCHEDULE-IV appearing herein under. The payments made under SCHEDULE-IV are to be treated as advance towards the consideration amount. All payments shall be made by local cheque or Demand Draft.

2. That the VENDOR/BUILDER/DEVELOPER at the request of the Purchaser agrees to construct for the Purchaser all that Said Premises which premises is more particularly described in the SCHEDULE -II herein under

written, in the building to be constructed on the said Property described in the SCHEDULE-IA & SCHEDULE -IB hereinafter written which premises are for better clearness, delineated on the Plan thereof, hereto and marked in the red colour.

3. The VENDOR/BUILDER/DEVELOPER agrees to sell to the Purchaser and the Purchaser agrees to purchase an Office, bearing No. _____ having super built up area of _____ Sq. Mts, along with undivided proportionate share in the Land and building situated on the _____ Floor known as "PORT TOWER" in the aforesaid building, more clearly shown in the Plan annexed hereto and described in SCHEDULE-II hereto and hereinafter referred to as the SAID PREMISES to be constructed in accordance with the specification shown in SCHEDULE-III appearing herein under.

4. The Purchaser agrees that the VENDOR/BUILDER/DEVELOPER shall be entitled to make such variations in Plan and specification as shall be required to be carried out by the Town and Country Planning Dept., Planning and Development Authority or the Municipal Council and as may be necessary by the exigencies of the circumstances from time to time. The Prospective Vendor are entitled to consume more FAR/FSI

due to change in building regulations, additional premises can be built.

5. The Purchaser shall not be entitled to object or obstruct in any manner in case the VENDOR/BUILDER/DEVELOPER decide to change the Plans as approved, in case the construction of the Said Premises is not substantially affected.

6. The Purchaser has paid to the attorney of BUILDER/DEVELOPER a sum of Rs. _____/- (Rupees _____ Only) in the following manner:-

a)

b)

[receipt of which the attorney of Vendor/Builder/Developer admits and acknowledge] of which they acquit and discharge the PURCHASER.

7. In case the Purchaser desires amenities and /or use of material/s other than those specified in SCHEDULE-III and/or the Purchaser desires any changes, all of which are within the rules and regulations of competent authorities, the VENDOR/BUILDER/ DEVELOPER shall entrust up the execution of such amenities or providing of material or changes desired by the Purchaser to the competent contractor. If the same entails any individual any additional expenditure the entire additional expenditure shall be paid

by the Purchaser to the said contractor before the said change of work or providing of different amenities and / or material is taken up for execution. The VENDOR/BUILDER/DEVELOPER have absolute discretion in not entertaining the request for any change as desired by the PURCHASER.

8. TIME FRAME/ PENALTIES:

It is hereby agreed that time shall be of essence of this Agreement and any delay tolerated or indulgence shown by either of the party in enforcing the terms of this Agreement or any forbearance of giving time to the other party shall not constitute as a waiver, unless any terms of this Agreement are specifically mentioned in writing.

9. THE DEVELOPER:

A). Shall try and complete construction of the Said Premises within 18 months from the date hereto. If in case Developer fails to complete the construction of the Said Premises within 18 months, the developer shall pay an amount of Rs. 1,000/- per month to the purchaser till such time the possession of said premises is handed over by the Developer to the Purchaser.

B). Will deliver the possession of the Said Premises only after taking Occupancy Certificate and after supply of Water and Power to the Said Premises.

C). Shall not, however be responsible for any delay caused in completion of the construction due to non-availability of construction materials, labour or financial problems, Acts of God or any reasons or circumstances whatsoever. The Vendor/Developer shall be entitled to reasonable extension of time of one year for giving delivery of premises on the aforesaid date, if the possession of the Said Premises is delayed on the following account:

- a). Non-Availability of steel, cement, other building material.
- b). War, armed rebellion or natural calamity due to which construction work could not be undertaken,
- c). Any notice, order, rule or notification of the Government and/or any other public or competent Authority.
- d). Delay in payments and non payments of installments as detailed in SCHEDULE-IV or any amounts payable under this Agreement.
- e). for any other reasons beyond normal and reasonable control of the VENDOR/BUILDER.
- f). Delay on the part of the Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and electricity supply in case the SAID PREMISES is otherwise completed in all respect and proper application are made to the Government/Statutory authority or
- g). On account of alterations requested in the Said Premises by the PURCHASER.

10. In case possession of the premises cannot be given due to reasons detailed out as in aforesaid Clause no. 9 alternative arrangement shall be made by the Vendor/Developer.

Subject to clause no. 9 herein, in case of delay in handling over possession of the Said Premises, the Purchaser shall be entitled for the damages @ Rs. 1000/- per month.

11. Without prejudice to the rights and remedies of the Vendor/Developer UNDER THIS AGREEMENT AND/OR LAW, the prospective PURCHASER shall be liable to pay simple interest @ 12% p.a. on all amounts due and payable by the Purchaser under this Agreement if such amounts remain unpaid after becoming due, subject to reminder letter send by the Developer to the Purchaser.

12. In case of failure on the part of Purchaser to pay a single installment, the Developer shall be entitled to terminate the present agreement by giving 30 days notice in writing to the Purchaser and calling upon to pay such amount within 30 days from the date of receipt of such notice.

a). In case of termination of the agreement the Developer shall be free to sell/agree to sell or enter into any agreement in respect of the Said Premises with any other

person/s and the Purchaser shall not have any lien or charge over the same or any count whatsoever.

b). In case of termination/cancellation of present agreement, the builder/developer shall refund the amount received by him from the Purchaser without any interest and after deduction an amount of 10%. The Purchaser shall not be entitled to claim any right/claim or lien over the Said Premises in the ground of delay in refund by the Developer.

13. BUILDER/DEVELOPER OBLIGATIONS:

a]. The Vendor/Builder shall intimate to the Purchaser at the following address when the payment of any installment fall due and payable by the Purchaser.

Postal address of the Purchaser:-

Mrs. _____

R/o _____

b). The Purchaser shall on receipt of such intimation make the payment of such installment/payment due.

c] The Vendor/Developer shall intimate the Purchaser at the above said address about the completion of the construction of the Said Premise. The Purchaser shall within 15 days from the date of intimation, take the possession of the Said Premises. After the said period of 15 days or upon taking the possession of the Said Premises, whichever is earlier. The

builder shall not be responsible for any type of work, quality of construction or any other matter whatsoever. The Purchaser shall not be entitled to enter into the possession of the Said Premises till the entire payment due and payable by the Purchaser are made in full and the Developer issues a receipt of full and final payment to the Purchaser and also issues a letter of handing over the possession. In case the Purchaser enters into such possession the same shall be considered to be illegal and Developer shall be entitled to recover the possession thereof forthwith and retain the same till full and final payment is made by the Purchaser.

14. Once the Vendor/Developer posts the intimation as aforesaid at the above address, his responsibility to intimate the Purchaser shall be over and she shall not be responsible if the same returned unserved and he shall not be liable to serve the fresh intimation on the Purchaser. The Purchaser herein shall give her contact Number to the Developer and the Developer shall also intimate the Purchaser on the said Contact Number.

15. The Vendor/Builder/Developer shall deliver possession of the Said Premises to the PURCHASER in terms of clause 9 only after payment of all amounts under this Agreement by the Purchaser and on performance of all obligation and stipulations contained in this Agreement to be observed and performed by the Purchaser.

16. On completion of the Said Premises as per approved Plans and on the Occupancy Certificate issued by Municipal Council of Mormugao in the respect of the Said Premises the Vendor/Builder/Developer shall issue a notice to the Purchaser to take possession.

17. Upon the completion of the said building and receiving the entire payment from the Purchaser, the Developer shall execute all the necessary papers and documents in favour of the Purchaser as may be required for peacefully and effectively conveying and transferring the Said Premises to the Purchaser.

All the expenses as to the stamp duty, lawyer's fees registration charges etc. in respect of any such conveyance or documents to be executed shall be entirely borne and paid by the Purchaser. All the documents shall be drafted and prepared by the lawyer of the Developer.

18. PROSPECTIVE PURCHASER'S OBLIGATION:

The Purchaser agrees to join and be a member of the Co-operative Society or any Association that may be formed of the Owners /Occupiers of the flat/shop/office in the building to be constructed on the said plot. The Purchaser also agrees and undertakes to abide by all the terms and conditions framed by the Vendor/Builder/Developer in any such association or Society to be formed in respect of the

said building. The Purchaser also undertake to contribute from time to time regularly and without any dispute towards the expenses for maintenance, painting etc. of the said Developer for formation of Society etc. Such amount as may be required or decided by the Developer or such Society or Association.

19. The Purchaser agrees to effect all payments referred to in SCHEDULE-IV.

20. On receipt of notice contemplated in 13 [a] herein the Purchaser is liable to take possession within a period of 15 days of receipt of such notice. The Purchaser shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession; the Purchaser shall have no claim against the Vendor in respect of any item of work thereafter.

21. Upon receipt of notice contemplated in Clause 13 [b] and upon inspection, if the Purchaser points out to the Vendor that the Said Premises is not built as per Schedule-III, he/she shall be entitled to give a notice pointing out the defects, and in case the defects pointed out are not rectified within a period of one month, the Purchaser is entitled to terminate this agreement and demand the entire amount paid without any interest. This amount shall have to be paid to the Purchaser

within a period of three months from the termination of the present Agreement. On termination of the Agreement under this clause the Vendor is entitled to enter into any Agreement in respect of the Said Premises to any second party of their choice and receive consideration amount thereon.

22. Notwithstanding anything said in the Agreement upon notice in writing from the prospective VENDOR/BUILDER/DEVELOPER calling upon the PURCHASER to take possession, whether she has actually taken possession or not, the PURCHASER shall be liable to pay proportional share of all out goings including Municipal taxes, service Tax, Infrastructure Tax and other taxes that might be levied from time to time, water and electrical connection and consumption charges, maintenance Charges, and etc., from the date of possession.

23. The Purchaser shall not let, sub Let, sell, transfer, assign or part with his/ her interest under or benefit to this Agreement or part with possession of the Said Premises until all the dues payable by her to the prospective Vendor under the Agreement are fully paid up and without previous consent in writing of the Vendor. It is hereby agreed that the Vendor shall have 1st lien and charge on the Said Premises in respect of any consideration amount remaining unpaid by the

prospective Purchaser under the terms and condition of this Agreement.

24. The Purchaser and the person to whom the Said Premises are let/transferred, assign or given possession shall from time to time sign all application, papers and documents and do all acts, deeds and things as the Vendor and /or Co-operative Society may required for safeguarding the interest of prospective Vendor and/or of the other parties who have purchased apartments in the said Plot of Land.

25. The PURCHASER shall not commit any illegal or immoral act in the SAID PREMISES but shall use only and exclusively for authorized commercial purpose and not for any purpose other than one specified on the license issued by the competent Authority.

26. The PURCHASER shall never ask for partition of the proportionate undivided right in the said Plot appurtenant to the SAID PREMISES.

27. On taking over possession of the Said Premises the Purchaser is not entitled to change the outer facade of the said apartment by carrying out any masonry work or by fixing of grills, as they deem fit and proper. In case grills are required to be fitted the Purchaser can get the

same done as per the specific design of the Builder/Developer and the said Grills would have to be fitted by the Builder/Developer only on payment of charges.

28. GENERAL:

The Builder/Developer shall be at liberty to sell, assign or otherwise deal with their own interest in the above property and the Flats/ Shops/Offices/Parking's built therein other than the Said Premises without any reference to the Purchaser.

29. Nothing contained in this Agreement is intended to nor shall be constructed as grant, demise or assignment in Law of the said Plot of Land or any part thereof and buildings to be constructed therein until a formal Deed of Conveyance is executed.

30. CO-OPERATIVE HOUSING SOCIETY/ OWNERS ASSOCIATION:

The Vendor shall endeavor to form a Cooperative housing society for the purpose of maintaining the Flats/ Shops/Offices/Parking's and the surrounding and all common facilities in respect of the all the Flats/ Shops/Offices/Parking's slots.

31. THE PURCHASER SHALL

- a]. Become a member of the said Cooperative housing Society/ owners association and shall cooperate with the remaining Purchaser's for the purpose of formation and registration of the housing society/owners association.
- b]. Contribute monies towards the fees, professional charges and other incidental expenses etc. for the purpose of formation, registration and management of the same.
- c]. Sign all notices and letters, application/s swear affidavits give declaration/s as may be required from time to time for the formation registration and management of Cooperative housing Society/Owners association.
- d]. That the Purchaser shall pay to the attorney of the builder an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) as his contribution towards the maintenance charges/fees and shall sign documents/papers pertaining to the same.
- e]. That the Purchaser shall also make a contribution to the Attorney of the builder towards House Tax, water consumption and Electrical Connections bills/charges of the common areas such as staircase, Gardens.

32. THE VENDORS/ BUILDER/DEVELOPER SHALL:

Sign all letters/s applications swear affidavit give declarations that may be required from time to time for the formation registration and management of the Co. operative housing Society.

33. TRANSFER TO PROSPECTIVE PURCHASER:

The advocate for the Vendor/Builder/Developer shall prepare and draw all the deeds and documents to be executed in pursuance of this Agreement including the Sale Deed referred to be executed in pursuance of this Agreement towards legal expenses payable to the advocate in getting the conveyance of the premises along with the Proportionate right in the Land. The allottee shall also be liable to pay the registration fee and stamp duty and other miscellaneous expenditure if any and these amounts are to be paid to the Vendor before taking possession of the premises. It is made clear that these amounts are exclusive of amounts payable under Clause 31.

34. SUPERIOR AMENITIES THAT ARE CLASS APART:

- Basement / Stilt car parking
- 24 hours security with intercom facility.
- 24 hrs water supply
- Backup generators for lifts and common areas
- Inverter provision for every apartment

35. CUSTOMERS CARE SERVICE:

At the time of possession of the Said Premises by the Purchaser attention shall be drawn in writing to any cracks/ breakage's in sanitary ware/glazed tiles glass panes/ electrical switches/plugs so that the Builder/Developer replace them free of cost.

36. As part of customers care service the Builder/Developer undertakes to make good defects in any of the items herein for a period of 1 year from the date of taking possession.

- Sewerage line choke ups.
- Water line Choke up
- Electricity leakages
- Faulty electrical switches or deemer
- Operational problems of doors and windows
- Leaking proof

37. The after sales service shall not apply in case the Purchaser carries out any alteration, modification, demolition of walls, ling of windows/doors damaging the walls by heavy hammering or changes including flooring with or without consent of the Builder/Developer.

The customer care shall not cover:

- 1] Routine Masonry/ non structural cracks in the brick walls resulting from ant seasoning effect.
- 2] Ant damage arising after handling over possession of the Said Premises, out of normal use/wear/tear or due to misuse by Purchaser or others, with or without the Vendor's knowledge or permission.
- 3] consumables such as bulbs, tube lights starters & Chokes that are installed in the common areas of the

building or oil seals, seals jets, nozzles, metallic bushes in the pumps.

38. NAME OF THE COMPLEX:

The name of the complex i.e. the entire complex built by the Builder/ Developer in the said property shall be known as **“PORT TOWER”** which the PURCHASER agrees not to change individually or in association with the owners of the other apartments in the complex.

39. DISCLAIMER:

ALL inspections by the Purchaser when the construction work is in progress shall be at risk of the Purchaser. The Builder/Developer shall not be liable in any manner in case the Purchaser or Anybody acting on his/her behalf suffers injury during inspection of the construction work.

40. The Possession of the Said Premises is not handed over to the Purchaser.

SCHEDULE I- A

ALL THAT 3 PLOT OF LAND, admeasuring 2080 Sq. Mts. bearing Chalta No. 81, 168, & 169 of P.T. Sheet No. 73 of City Survey Mormugao being a] Plot of land admeasuring 60 Sq. Mts. bearing Chalta No. 81 P.T. Sheet No. 73 known

as “OSTORI FIRST PLOT” described under No. 22391 of new series in the office of Land Registrar of Salcete and enrolled in the Taluka Revenue of Salcete under Matriz No. 263 b] Plot of land admeasuring 1395 Sq. Mts. bearing Chalta No. 169 P.T. Sheet No. 73, known as “SACORNA” neither described in the office of Land Registrar of Salcete nor enrolled in the Taluka Revenue Office of Salcete for Matriz, c] Plot of land, admeasuring 625 Sq. Mts. bearing Chalta No. 168 and P.T. Sheet No. 73, described in the office of Land Registrar of Salcete under No. 16780 of Book B-42 and No. 20252 of Book B-52, enrolled in the Taluka Revenue Office under Matriz No. 223 along with the old building known as “HOTEL KAVERI” constructed on the said Plots of Land, situated within the Municipal Limits of Mormugao Municipal Council, Taluka and Sub District of Mormugao, South Goa District of State of Goa. The said Plots of Land along with Old Building known as “HOTEL KAVERI” is bounded as under:

ON THE NORTH	:	By Public Road
ON THE SOUTH	:	By Comunidade Property.
ON THE EAST	:	By Suvidha Complex.
ON THE WEST	:	By Ragunath Parobo Mahambra

		and Comunidade of Mormugao
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SCHEDULE I- B

ALL THAT PROPERTY, admeasuring 470 Sq. Mts. Approximately forming a part of the larger property, known as property “OZERI” alias “UZNORI”, admeasuring 780 Sq. Mts. Approximately, bearing Chalta No. 80 of P.T. Sheet No. 73 of Vasco city, described in the Land Registration Office of Salcete under No. 43882 of Book B 114 [NEW] and Enrolled in the Land Revenue Office under Matriz No. 262, situated within the Municipal limits of Mormugao Municipality, Taluka and Sub-District of Mormugao, South Goa District of Salcete of Goa. The Said property is bounded as under:

ON THE NORTH	:	By Existing Road.
ON THE SOUTH	:	By Chalta No. 88 & 169.
ON THE EAST	:	By Chalta No. 81.
ON THE WEST	:	By Chalta No. 76.

SCHEDULE II

ALL THAT OFFICE PREMISES, Office, bearing No. _____, having super built up area of _____ Sq. Mts., along with an undivided proportionate share in Land and building, situated on the _____ Floor of the building known as “PORT TOWER” known to be constructed on the said plot described above which Premises is for the better clearness delineated on the plan thereof hereto annexed and marked thereon with red coloured lines.

SCHEDULE III

STRUCTURES/ SPECIFICATION

Note: The Choice of materials to be used and the fittings to be provided as per these building specifications shall be decided and chosen by the Builder/Developer alone.

STRUCTURE	:	The structure shall be of RCC framed structure of Columns, beams, slabs
WALL FINISH	:	The external walls shall be of laterite masonry and internal partition walls of brick masonry externally plastered with cement mortar in two coats of cement paint. The internal walls shall be finished

		with wall ready and painted with Acrylic Emulsion.
FLOORING	:	The flooring for the entire unit shall be of vitrified tiles with matching skirting.
DOORS & WINDOWS	:	Main door frame and shutter shall be of teak wood. All other internal door shall be of sal wood. All internal doors shall be veneered polished flush doors. The Doors of the toilets shall be FRP doors with granite door frames. All windows shall be of UPVC.
KITCHEN	:	The kitchen counter shall have black granite with a stainless steel sink, single bowl and drain board and a dado of ceramics tiles of 60 Mts. above the counter.
ELECTRICAL	:	Concealed high quality wiring with premium switchers. Miniature circuit breakers for safety from overload and short circuit. Cable T.V. Connection Point and Telephone Point in each unit. Electric Point provision of AC, water purifier, washing machine.
TOILETS	:	The toilets shall also have flooring (antiskid) and dado of Ceramic tiles, with ivory/White sanitary ware with C.P. fitting of premium make. Provision for a geyser shall be made in the Toilets.

WATER SUPPLY	:	The water shall be stored in an underground sump tank and pumped to the overhead tank of required capacity
EXTRA WORK.		In case of any extra works or fittings by the PURCHASER other than above specified ones, than the PURCHASER will be charged extra as per prevailing market rates and such extra costs will be required to be deposited with the BUILDER/DEVELOPER prior to commencement of the said extra work.

SCHEDULE-IV
(MODE OF PAYMENT)

N o	PARTICULARS.	%	Amount
1.	On booking (Earnest Money) and at the time of signing of the Agreement.	30%	Rs.
2.	On commencement of casting of second slab of the Said building premises.	10%	Rs.
3.	On commencement of casting of Fourth slab of the Said building premises.	10%	Rs.
4.	On commencement of casting of	10%	Rs.

	Sixth slab of the Said building premises.		
5.	On commencement of casting of Seven slab of the Said building premises.	10%	Rs.
6.	On commencement of masonry work and plaster of Said building premises.	10%	Rs.
7.	On commencement of flooring tiles and fixing of doors and windows of Said building premises.	10%	Rs.
8.	On completion of all works and on handing over possession of the SAID OFFICE PREMISES.	10%	Rs.
	TOTAL.	100%	Rs.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective hands on the day, month and year first herein above mentioned.

SIGNED AND DELIVERED BY

Within named **“VENDOR” & “BUILDER/
DEVELOPER”**

SUNNY BAY ESTATE PVT. LTD.

Through their Vice President

MR. DINESH NAYYAR

L.H.F.P		R.H.F.P	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	

SIGNED AND DELIVERED BY
Within named **“PURCHASER”**

MRS. _____

L.H.F.P		R.H.F.P	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	

IN THE PRESENCE OF:

1.

2.