

AGREEMENT FOR SALE

THIS AGREEMENT is made at Ponda, on this _____ day of _____ 2018:

BETWEEN

SHRI KRISHNA SAKHARAM SHETYE, son of Shri Sakharam Shetye, aged about 56 years, married, businessman, residing at 'Dwarka', 9/15/15, Khadpabandh, Ponda, Goa, having PAN No. AGHPS5875N, Adhaar Card No. 616373254167, Proprietor of M/s. S. K. Constructions, having its office at Khadpabandh, Ponda, Goa, hereinafter referred to as the SELLER/DEVELOPER (which expression unless repugnant to the context or meaning thereof, shall mean and deemed to person in office of proprietor, executors, administrators, successors and official assigns etc.) of the FIRST PART.

AND

SHRI/SMT _____, son/daughter of Shri _____, aged _____ years, married/unmarried, service/housewife, residing at _____, having PAN No. _____, Adhar Card No. _____, hereinafter referred to as the "PURCHASER"/ALLOTEE" (which expression shall repugnant to the context or meaning thereof be deemed to mean and include his,her heirs, successors, executors, administrators and assignees etc.) of the SECOND PART.

AND

SMT. SEEMA KRISHNA SHETYE, wife of Shri Krishna Sakharam Shetye, aged _____ years, housewife, having PAN No. ARIPS9105K, Adhar Card No. 922953324876, resident of House No.9/15/15, "DWARKA", Khadpabandh, Ponda, Goa, hereinafter referred to as the 'CONFIRMING PARTY' (which expression unless repugnant to the context or meaning thereof shall include her legal heirs, representatives, executors, administrators and assigns etc.) of the FIRST PART.

WHEREAS, there exists a distinct Plot of land being Plot No. B/2-C bearing Survey No. 171/1-A admeasuring 2415 sq. mtrs., forming part of the larger property being the half of the property GORBHAT, more particularly

described herein below surveyed under Survey No. 171/1 (part) of Ponda Village of Ponda Taluka, situated within the jurisdiction of Ponda Municipal Council, Taluka of Ponda, District of South Goa, said said Plot No. B/2-C delineated in red lines on the Plan hereto annexed being more particularly described with its boundaries in Schedule I hereunder written and referred to herein after as 'SAID PLOT'.

AND WHEREAS, SAID PLOT along with other plots carved out of the said larger property belonged to one late Shri Yeshwant Vinayak Shet Verenkar and his wife Smt. Bhimarati Yeshwant Shet Verenkar by virtue of Deed of Partition dated 28/12/1984 duly registered in the Office of the Sub-Registrar, Ponda under No. 482 at pages 357 to 378, Book No. I, Volume No. 105 dated 09/01/1987 and thus amongst other properties formed part of the estate left behind by Yeshwant Vinayak Shet Verenkar and his wife Bhimarati Yeshwant Shet Verenkar.

AND WHEREAS, said Yeshwant Vinayak Shet Verenkar expired on 22/3/1994 and his wife Smt. Bhimarati Yeshwant Shet Verenkar expired on 15/10/2006 leaving behind Smt. Bhaguirati Mahadev Pawaskar (nee Nila Shet Verenkar) married to Shri Mahadev Shantaram Pawaskar, Smt. Kiran Kamlakant Shet Shiroadkar (nee Suranga Shet Verenkar), married to Shri Kamlakant Ganesh Shet Shiroadkar, Shri Laxmidas Yeshwant Shet Verenkar and his wife Smt. Laxmi Laxmidas Shet Verenkar, Shri Vidhyadhar Yeshwant Shet Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar and Shri Dhananjay Yeshwant Shet Verenkar being bachelor, as their universal heirs.

AND WHEREAS, in terms of Will (Public Testament) dated 10/09/1992 drawn at page 28 overleaf of Notarial Book for Wills No. 24 in the Notarial Office at Ponda executed by said late Shri Yeshwant Vinayak Shet Verenkar, some of the Plots forming part of the said larger property were bequeathed by said Shri Yeshwant Shet Verenkar being his disposable quota (Cota disponivel) in favour of his son Shri Vidhyadhar Yeshwant Shet Verenkar and the said Will (Public Testament) dated 10/09/1992 was consented to by Smt. Bhimarati Yeshwant Shet Verenkar, wife of said Shri Yeshwant Vinayak Shet Verenkar by Deed of Consent executed on 01/10/1992 drawn at page 80 overleaf of Notarial Book for Deeds No. 379 in the Notarial Office at Ponda.

AND WHEREAS, in terms of Deed of Gift dated 06/05/2011 duly registered in the Office of the Sub-Registrar, Ponda under No. 1218/11 at pages 185 to 218, Book No. I Volume No. 18213 dated 06/05/2011, Smt. Bhaguirathi Mahadev Pawaskar together with her husband Shri Mahadev Shantaram Pawaskar and Smt. Kiran Kamlakant Shet Shiroadkar together with her husband Shri Kamlakant Ganesh Shet Shiroadkar gifted in favour of said Shri Vidhyadhar Yeshwant Shet Verenkar their undivided 1/5th right each in the estate left behind by their parents and parents-in-law said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar.

AND WHEREAS, on account of the bequest made by said Shri Yeshwant Vinayak Shet Verenkar as mentioned above and as a result of the said Deed of Gift dated 06/05/2011 executed by Smt. Bhaguirathi Mahadev Pawaskar and Smt. Kiran Kamlakant Shet Shiroadkar along with their spouses, said Shri Vidhyadhar Yeshwant Shet Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar became entitled to 8/20th or 2/5th right in the estate left behind by said Shri Yeshwant Shet Verenkar and are entitled to 3/10th right in the estate left behind by said Smt. Bhimarati Yeshwant Shet Verenkar.

AND WHEREAS, said Shri Vidhyadhar Yeshwant Shet Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar herein alongwith other co-owners/successors of said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar having decided to partition among themselves the estate left behind in accordance with their entitlement and as per their respective rights therein for the exclusive and independent use and enjoyment of each of the parties, executed Deed of Partition dated 23/11/2011, duly registered in the Office of the Sub-Registrar, Ponda under No. 185 at pages 18 to 69, Book No. I, Volume No. 1981 dated 10/02/2012.

AND WHEREAS, on account of said partition effected in terms of said Deed of Partition dated 23/11/2011, amongst other plots, said Shri Vidhyadhar Yeshwant Shet Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar have been allotted SAID PLOT B/2-C admeasuring 2415 sq. mtrs., out of unsold estate of said Shri Yeshwant Shet Verenkar and Smt. Bhimarati Yeshwant Shet Verenkar and were thus entitled to enjoy and possess SAID PLOT B/2-C as owners thereof to exclusion of the other co-owners.

AND WHEREAS, the name of said Shri Vidhyadhar Yeshwant Shet Verenkar was earlier duly mutated in the Survey records pertaining to Survey No. 171/1-A of Village Ponda in Form I & XIV in respect of the SAID PLOT No. B/2-C.

AND WHEREAS, said Shri Vidhyadhar Yeshwant Shet Verenkar and his wife Smt. Madhavi Vidhyadhar Shet Verenkar being desirous of selling SAID PLOT No. B/2-C and the SELLER/DEVELOPER being desirous of purchasing SAID PLOT, in terms of Deed of Sale dated 11/10/2016, duly registered before the Sub-Registrar of Ponda under No. 2724/16 at pages 203 to 218 of Book I, volume 3285 on 27/10/2016 SAID PLOT came to be sold to the SELLER.

AND WHEREAS, upon purchase of SAID PLOT in terms of said Deed of Sale dated 11/10/2016, name of the SELLER/DEVELOPER came to be duly mutated in the Record of Rights of Village Ponda in Survey Form I & XIV of the said property bearing Survey No. 171/1-A of Village Ponda.

AND WHEREAS, before the purchase of the SAID PLOT as mentioned above, said Shri Vidhyadhar Yeshwant Shet Verenkar at the request of the of the SELLER/DEVELOPER had applied for conversion of SAID PLOT for residential use and the same was granted in terms of Conversion Sanad bearing No. AC/PON/SG/CONV/10/2016/111 dated 08/02/2017 issued by Additional Collector-II, South Goa at Ponda.

AND WHEREAS, the SELLER/DEVELOPER has obtained permission for construction of proposed building comprising of ____ Flats. (____ two BHK Flats) in SAID PLOT from South Goa Planning & Development Authority, Margao, in terms of Letter under No. SGPDA/P/3032/62/18-19 dated 08/08/2018 in continuity with earlier permission in terms of Order No. SGPDA/P/3032/179/17-18 dated 18/01/2018 granted in the name of said Shri Vidhyadhar Yeshwant Shet Verenkar before the purchase of the SAID PLOT by the SELLER/DEVELOPER..

AND WHEREAS, the Office of the Health Officer, Primary Health Centre, Ponda, Goa, has issued NO OBJECTION CERTIFICATE bearing No.

PHC/PON/NOC/15-16/146 dated 13/05/2015 which was applied by said Shri Vidhyadhar Yeshwant Shet Verenkar before the purchase of the SAID PLOT as mentioned above, at the request of the of the SELLER/DEVELOPER.

AND WHEREAS, Construction Licence have also been obtained being Licence bearing No. 81/2016-2017 dated 11/01/2017 from Ponda Municipal Council, which was subsequently renewed in terms of Licence No. 10/2018/2018-2019 dated 26/04/2018 and Licence No. 25/2018-2019 dated 12/07/2018 for construction of proposed building in SAID PLOT.

AND WHEREAS, Architect Shri Girish Kelekar having No. AR/0053 has issued a Estimate for construction of a building in SAID PLOT bearing Survey No. 171/1-A of Village Ponda.

AND WHEREAS, the Office of Sub Registrar of Ponda, Goa has issued a Nil Encumbrance Certificate bearing No.625 dated 06/06/2018 in respect of SAID PLOT bearing Survey No. 171/1-A of Village Ponda.

AND WHEREAS, the SELLER/DEVELOPER has appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the SELLER/DEVELOPER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.

AND WHEREAS, the SELLER/DEVELOPER, accordingly, is carrying out the construction of said building Complex identified as "SHETYE AVENUE" in SAID PLOT bearing Survey No. 171/1-A of Village Ponda.

AND WHEREAS, on demand from the PURCHASER/ALLOTTEE, the SELLER/DEVELOPER has given inspection to the PURCHASER/ALLOTTEE of all the documents of title relating to the project and the plans, designs and specifications prepared by the Architect Shri Girish Kelekar and all such other documents as are specified under The Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the ALLOTTEE has acknowledged the receipt of the same.

AND WHEREAS, the authenticated copy of Certificate of Title dated 12/06/2018 issued by Adv. Vivek V.S. Mauzekar, having Office at S-14, 2ndFloor, Wing No.3, Kurtarkar Commercial Arcade, Ponda, Goa, showing the nature of the title of the SELLER/DEVELOPER to the project land on which the building is proposed to be constructed has been annexed hereto.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the SELLER/DEVELOPER and approved by the concerned Competent Authority and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto.

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

AND WHEREAS, the SELLER/DEVELOPER has got approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building wherever applicable and shall obtain the balance approvals, if any, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate in respect of the said proposed building in SAID PLOT bearing Survey No. 171/1-A of Village Ponda.

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the SELLER/DEVELOPER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS, the SELLER/DEVELOPER has accordingly commenced construction of the said proposed building in accordance with the said plans.

AND WHEREAS, the PURCHASER/ALLOTTEE has applied to the SELLER/DEVELOPER for allotment of Flat No. ____ on ____ floor of the said proposed building being constructed in SAID PLOT.

AND WHEREAS, the carpet area of said Flat No. ____ is _____ square meters and "carpet area" means the net usable floor area of the given constructed premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said constructed premises, for exclusive use of the PURCHASER/ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said constructed premises, for exclusive use of the PURCHASER/ALLOTTEE, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of this Agreement, the PURCHASER/ALLOTTEE has paid to the SELLER/DEVELOPER a sum of Rs. _____ (Rupees _____ Only, being part payment of the sale consideration of the said Flat No. ____ agreed to be sold by the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE as advance payment or Application Fee (the payment and receipt whereof the SELLER/DEVELOPER both hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has agreed to pay to the SELLER/DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the SELLER/DEVELOPER has/will register said construction Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under No. _____.

AND WHEREAS, under Section 13 of the said Act, the SELLER/DEVELOPER is required to execute a written Agreement for Sale of

said Flat No. ____ with the PURCHASER/ALLOTTEE, being in fact these presents and also to register said Agreement for Sale under The Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the SELLER/DEVELOPER hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase said Flat No. ____ and the garage/stilt parking/covered parking (if applicable)

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

1. The SELLER/DEVELOPER shall construct the said building consisting of basement, ground and ____ (____) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the SELLER/DEVELOPER shall have to obtain prior consent in writing of the PURCHASER/ALLOTTEE in respect of variations or modifications which may adversely affect the said Flat of the PURCHASER/ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The PURCHASER/ALLOTTEE hereby agrees to purchase and the SELLER/DEVELOPER hereby agrees to sell said Flat No. ____ of carpet area admeasuring ____ sq. metres. The said Flat No. ____ shall also have an exclusive carpet area of balcony of ____ sq. meters with an exclusive terrace area ____ sq. metres, if any, on ____ floor in the building (hereinafter referred to as "the constructed premises") as shown in the floor plan thereof hereto annexed for the consideration of Rs. _____ which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) Parking (if applicable) allotted to said unit is exclusive/dedicated parking, single parking only. And is on first come first serve basis .and the dedicated parking is completely occupied.

(iii) The units which have been allotted parking will be sold/allotted with the unit of such constructed premises for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

1(b) The total aggregate consideration amount for the constructed premises including the garage/stilt parking/covered parking (if applicable) is thus Rs. _____/-

1(c) (i) The above said sum of Rs. _____ (Rupees _____ Only) includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement. It is clarified that while above said sum does not include the rights to the Terrace.

(ii) If the Unit Holder commits default in payment of any of the installments on its respective due dates, as per Schedule IV and/or in observing and performing any of the terms and conditions of this Agreement, the SELLER/DEVELOPER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The SELLER/DEVELOPER shall, however, on such termination, refund to the Unit Holder the amounts, if any, which may have till then been paid by the Unit Holder to the SELLER/DEVELOPER, after forfeiting an amount of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** without any further amount by way of interest or otherwise.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the SELLER/DEVELOPER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the

SELLER/DEVELOPER) up to the date of handing over the possession of the constructed premises to the Allottee.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The SELLER/DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the SELLER/DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.
- 1(f) The SELLER/DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties may mutually agree for the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/ALLOTTEE by the SELLER/DEVELOPER.
- 1(g) The SELLER/DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the SELLER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then SELLER/DEVELOPER shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on

website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/ALLOTTEE, the SELLER/DEVELOPER shall demand additional amount from the PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Unit Holder agrees to pay the SELLER/DEVELOPER Rs. _____/- as onetime non-refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.
- 1(i) The Unit Holder agrees to pay the SELLER/DEVELOPER Rs. _____/- as a non-refundable amount towards legal charges.
- 1(j) The PURCHASER/ALLOTTEE authorizes the SELLER/DEVELOPER 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 SELLER/DEVELOPER may in its sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the SELLER/DEVELOPER to adjust his payments in any manner.
- 2.1 The SELLER/DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the PURCHASER/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the SELLER/DEVELOPER as well as the PURCHASER/ALLOTTEE. The SELLER/DEVELOPER shall abide by the time schedule for completing the project and handing over the constructed premises to the PURCHASER/ALLOTTEE and the

common areas to the association of the PURCHASER/ALLOTTEES after receiving the occupancy certificate or the completion certificate or both, as the case may be, subject to all the PURCHASER/ALLOTTEES have paid all the consideration and other sums due and payable to the SELLER/DEVELOPER as per the agreement. Similarly, the PURCHASER/ALLOTTEE shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the SELLER/DEVELOPER as provided in Clause 1 (c) herein above. ("Payment Plan").

3. The SELLER/DEVELOPER hereby declares that the Floor Area Ratio available as on date in respect of the project land is _____ square meters only and SELLER/DEVELOPER has planned to utilize Floor Area Ratio availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The SELLER/DEVELOPER has proposed to be utilized FSI by him on the project land in the said Project and PURCHASER/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the SELLER/DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to SELLER/DEVELOPER only.
- 4.1 If the SELLER/DEVELOPER fails to abide by the time schedule for completing the project and handing over the constructed premises to the PURCHASER/ALLOTTEE, the SELLER/DEVELOPER agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/ALLOTTEE agrees to pay to the SELLER/DEVELOPER, interest as specified in the Rules, on all the delayed payment which become due and payable by

the PURCHASER/ALLOTTEE to the SELLER/DEVELOPER under the terms of this Agreement from the date said amount is payable by the PURCHASER/ALLOTTEE(s) to the SELLER/DEVELOPER.

- 4.2 Without prejudice to the right of SELLER/DEVELOPER to charge interest in terms of Sub-Clause 4.1 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the SELLER/DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of installments, the SELLER/DEVELOPER shall at his own option, may terminate this Agreement: Provided that, SELLER/DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of his 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 PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the SELLER/DEVELOPER within the period of notice then at the end of such notice period, SELLER/DEVELOPER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the SELLER/DEVELOPER shall refund to the PURCHASER/ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to SELLER/DEVELOPER) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the PURCHASER/ALLOTTEE to the SELLER/DEVELOPER and the SELLER/DEVELOPER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its

equivalent or price range (if unbranded) to be provided by the SELLER/DEVELOPER in the said building and the Apartment as are set out in Annexure, annexed hereto.

6. The SELLER/DEVELOPER shall give possession of the Apartment to the PURCHASER/ALLOTTEE on or before_____ day of _____20____. If the SELLER/DEVELOPER fails or neglects to give possession of the Apartment to the PURCHASER/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the SELLER/DEVELOPER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the SELLER/DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

Provided that the SELLER/DEVELOPER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1(A) Procedure for taking possession - The SELLER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/ALLOTTEE as per the agreement shall offer in writing the possession of the constructed premises to the PURCHASER/ALLOTTEE in terms of this Agreement, to be taken within one month from the date of issue of such notice and the SELLER/DEVELOPER shall give possession of the constructed premises to the PURCHASER/ALLOTTEE. The SELLER/DEVELOPER agrees and undertakes to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLER/DEVELOPER. The PURCHASER/ALLOTTEE agree(s) to pay the maintenance charges as determined by the

SELLER/DEVELOPER or association of PURCHASER/ALLOTTEEs, as the case may be. The SELLER/DEVELOPER on its behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

- (B) Transfer charges are applicable at the rate of Rs.____/- per sq.mt. Upon obtaining Occupancy Certificate, the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the Unit Holder in the names of various Unit Holders applicable at the market rate prevailing thereon and exclusively to be decided by the SELLER/DEVELOPER only.

7.2 The PURCHASER/ALLOTTEE shall take possession of the constructed premises within 15 days of the written notice from the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE intimating that the said constructed premises are ready for use and occupancy.

7.3 Failure of PURCHASER/ALLOTTEE to take Possession of constructed premises upon receiving a written intimation from the SELLER/DEVELOPER as per Clause 7.1, the PURCHASER/ALLOTTEE shall take possession of the said constructed premises from the SELLER/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement and the SELLER/DEVELOPER shall give possession of the said constructed premises to the PURCHASER/ALLOTTEE. In case the PURCHASER/ALLOTTEE fails to take possession within the time provided in Clause 7.2, such PURCHASER/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the

SELLER/DEVELOPER any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the SELLER/DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the SELLER/DEVELOPER, compensation for such defect in the manner as provided under the Act. In case the Allottee's carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such event the SELLER/DEVELOPER shall not be liable to rectify or pay compensation. But the SELLER/DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work.

8. The PURCHASER/ALLOTTEE shall use said Flat or any part thereof or permit the same to be used only for purpose of residence/commercial use as the case may be. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The PURCHASER/ALLOTTEE along with other PURCHASER/ALLOTTEE(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the SELLER/DEVELOPER may decide and for this purpose also from time to time sign and execute Application for registration and/or membership and other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the SELLER/DEVELOPER within seven days of the same being forwarded by the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE, so as to enable the SELLER/DEVELOPER to register the common organization of PURCHASER/ALLOTTEES. No objection shall be taken by the

PURCHASER/ALLOTTEE if any, changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE that the Apartment is ready for use and occupancy, the PURCHASER/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/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 project land and building/s. Until the Association of PURCHASER/ALLOTTEEs is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER/ALLOTTEE shall pay to the SELLER/DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASER/ALLOTTEE further agrees that till the PURCHASER/ALLOTTEE's share is so determined, the PURCHASER/ALLOTTEE shall pay to the SELLER/DEVELOPER provisional monthly/yearly contribution of Rs. _____/- per annum towards the outgoings. The PURCHASER/ALLOTTEE 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 PURCHASER/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/ALLOTTEE and shall entitle the SELLER/DEVELOPER to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the constructed premises keep deposited with the SELLER/DEVELOPER, the following amounts :
- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. _____/- per month for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs _____/- for Maintenance Deposit of Society or Limited Company/Federation/ Apex body.
 - (v) Rs _____/- For Water connection Charges,
 - (vi) Rs _____/- for Security deposits/electric meter, Supervision and Service connection charges.
 - (vi) Rs. _____/- as legal charges.
 - (vii) Rs. _____/- as infrastructure Tax.
 - (viii) Rs. _____/- as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
 - (ix) Rs. _____/- as Stamp Duty and Registration Charges.
11. The PURCHASER/ALLOTTEE shall pay to the SELLER/DEVELOPER a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the SELLER/DEVELOPER in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the PURCHASER/ALLOTTEE shall pay to the SELLER/DEVELOPER, the PURCHASER/ALLOTTEES' share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance

or Lease of the project land, the PURCHASER/ALLOTTEE shall pay to the SELLER/DEVELOPER, the PURCHASER/ALLOTTEEs' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE SELLER/DEVELOPER

The SELLER/DEVELOPER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:

- i. The SELLER/DEVELOPER has clear and marketable title with respect to the project land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The SELLER/DEVELOPER 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 project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the SELLER/DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The SELLER/DEVELOPER 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 PURCHASER/ALLOTTEE created herein, may prejudicially be affected;

- vii. The SELLER/DEVELOPER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said constructed premises which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;
 - viii. The SELLER/DEVELOPER confirms that the SELLER/DEVELOPER is not restricted in any manner whatsoever from selling the said constructed premises to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the Association of PURCHASER/ALLOTTEEs, the SELLER/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/ALLOTTEEs;
 - x. The SELLER/DEVELOPER has duly paid and 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;
 - xi. 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 property) has been received or served upon the SELLER/DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.
14. The PURCHASER/ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the SELLER/DEVELOPER as follows:
- (i) To maintain the Apartment at the PURCHASER/ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter

or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 PURCHASER/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/ALLOTTEE 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC items or other structural members in the Apartment without the prior written permission of the SELLER/DEVELOPER 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 project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the SELLER/DEVELOPER within fifteen days of demand by the SELLER/DEVELOPER, his/her share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment 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 Apartment by the PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.

(ix) The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER/ALLOTTEE to the SELLER/DEVELOPER under this Agreement are fully paid up.

(x) The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 PURCHASER/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The SELLER/DEVELOPER shall maintain a separate account in respect of sums received by the SELLER/DEVELOPER from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the SELLER/DEVELOPER until sold/allotted.

17. SELLER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the SELLER/DEVELOPER executes this Agreement he shall not mortgage or create a charge on the said constructed premises/Plot 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 PURCHASER/ALLOTTEE who has taken or agreed to take such constructed premises.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/ALLOTTEE by the SELLER/DEVELOPER does not create a binding obligation on the part of the SELLER/DEVELOPER or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the SELLER/DEVELOPER. If the PURCHASER/ALLOTTEE fails to execute and deliver to the SELLER/DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the SELLER/DEVELOPER, then the SELLER/DEVELOPER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, Application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other PURCHASER/ALLOTTEES in Project, the same shall be in proportion to the carpet area of the said constructed premises to the total carpet area of all constructed premises in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/ALLOTTEES.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the SELLER/DEVELOPER through its authorized signatory at the SELLER/DEVELOPER's Office, or at some other place, which may be mutually agreed between the SELLER/DEVELOPER and the PURCHASER/ALLOTTEE. After the Agreement is duly executed by the PURCHASER/ALLOTTEE and the SELLER/DEVELOPER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The PURCHASER/ALLOTTEE and/or SELLER/DEVELOPER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the SELLER/DEVELOPER will attend such office and admit execution thereof.

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

Name of PURCHASER/ALLOTTEE: _____

(PURCHASER/ALLOTTEE's Address): _____

Notified Email ID: _____

SELLER/DEVELOPERs name: M/s. S. K. Constructions,

having its office at Khadpabandh,
Ponda, Goa, through its Proprietor SHRI
KRISHNA SAKHARAM SHETYE,
resident of 'Dwarka', 9/15/15,
Khadpabandh, Ponda, Goa.

Notified Email ID:
xetioconstructions@gmail.com

It shall be the duty of the PURCHASER/ALLOTTEE and the SELLER/DEVELOPER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the SELLER/DEVELOPER or the PURCHASER/ALLOTTEE, as the case may be.

28. JOINT PURCHASER/ALLOTTEES

That in case there are Joint PURCHASER/ALLOTTEEs all communications shall be sent by the SELLER/DEVELOPER to the PURCHASER/ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER/ALLOTTEEs.

29. Stamp Duty and Registration:

The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/ALLOTTEE.

30. Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

31. GOVERNING LAW

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

The SELLER/SELLER/DEVELOPER is not receiving more than 10% of consideration amount till present Agreement is duly registered.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Ponda, Goa in the presence of attesting witnesses signing as such, on the day first above written.

SCHEDULE-I

(Description of the Plot)

All that distinct Plot of land being Plot B/2-C, admeasuring 2415 sq. mtrs., bearing Survey No. 171/1-A of Village Ponda, situated at Shantinagar, Ponda, Goa, Sub-District Ponda and District South Goa, within the limits of Ponda Municipal Council, forming part of the half of the property 'Gorbat' bounded on the East by the property of Apu Oleiro, Bolo Shet and Sada Shet Arshekar, Survey No. 170, on the West by the Municipal Road, on the North by half of the property Gorbat belonging to Rukmin Shet Verenkar Survey No. 169 and on the South by the property belonging to Balduino Coelho now Krishna Kamat, Survey No. 172, said entire half of the property 'Gorbat' being described in the Land Registration Office under No. 1886 in Book B 22 Old

and registered in the Land Revenue Office Ponda under No. 669 and surveyed under Survey No. 171/1 of Village Ponda, SAID PLOT Plot B/2-C being bounded as under:

On the East: By the property bearing Survey No. 170/3 and 4.

On the West: Partly by the mundcarial Plot No. 1 of area 450 sq. mtrs. of Smt. Mathuri Mamlekar and Shri Gokuldas Mamlekar and partly by the strip of land 8.00 mtrs. wide reserved for access road.

On the North: By the property bearing Survey No. 169 (part).

On the South: Partly by the Plot No. B/2-E and partly by property bearing Survey No. 170/1.

SCHEDULE-II

(Description of the SAID FLAT NO.__)

All that Flat No. ____ having carpet area of ____ sq. mtrs. (inclusive of balcony/veranda/internal walls), proposed to be constructed on the ____ floor of the building project “_____” in Plot of land admeasuring about 614 sq. mtrs., surveyed under Survey No. 171/1-A of Village Ponda, situated within the limits of Ponda Municipal Council, more particularly described with its boundaries in Schedule I hereinabove written, along with undivided proportionate share in the said Plot of land corresponding to the area of the said Flat No. ____ , Flat No. ____ being indicated in PLAN annexed hereto and being bounded as under:

On the East : By _____.

On the West : By _____.

On the North : By _____.

On the South : By _____.

SCHEDULE-III

(MODE OF PAYMENT)

On booking & signing	____%
On Completion of Plinth	____%
On Completion of basement	____%
On Completion of Ground floor slab	____%
On Completion of 1 st slab	____%

On Completion of 2 nd slab	___%
On Completion of 3 rd slab	___%
On Completion of 4 th slab	___%
On Completion of Roof slab	___%
On Commencement of Masonry	___%
On Commencement of Internal Plaster	___%
On Commencement of Plumbing	___%
On Commencement of External Plaster	___%
On Commencement of External Paint	___%
On Commencement of Tiling	___%
On Commencement of wood work	___%
On Commencement of External Windows	___%
On Commencement of Internal Paint	___%
<u>On Handing over</u>	<u>___%</u>
TOTAL 100%	

SCHEDULE-IV
(Specification of the Flat No. ____)

SPECIFICATION

- i) EXCAVATION PLINTH etc: as per the design engineer and consultants plans.
- ii) R.C.C: 1:15:3 for all reinforced concrete works or as per the design.
- iii) STEEL: tata or JSW T.M.T and as per design.
- iv) PLASTERING: 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.
- v) MASONRY: 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of fly ash based bricks of 10 cm thick with reinforced patli wherever required.
- vi) TILES: Vitrified floor tiles of ISI standard 45x45 or 60x60 as required.
- vii) ELECTRIFICATION: Concealed standard conduits and shall have points as per plan (anchor wire or equivalent).

- viii) PAINT: Internal paint shall be white wash and external paint shall be weather coat.
- ix) OTHER ITEMS: Compound, Gate, lift, Ground level water sump, Septic tank, Soak pit, Roof level water tank shall be as per the project requirement.

SIGNED, SEALED & DELIVERED
by the within named SELLER/DEVELOPER
Shri Krishna Sakharam Shetye

In the capacity as Proprietor
of M/s. S. K. Constructions
for self and as duly
constituted Attorney of the
within named CONFIRMING PARTY
Smt. Seema Krishna Shetye

LEFT HAND FINGER IMPRESSION

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RIGHT HAND FINGER IMPRESSION

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SIGNED, SEALED & DELIVERED
by the within named PURCHASER/ALLOTEE
Shri/Smt. _____

LEFT HAND FINGER IMPRESSION

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RIGHT HAND FINGER IMPRESSION

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ANNEXURE – A

Name of the Attorney at Law/Advocate:
Adv. Vivek V.S. Mauzekar,
Address : S-14, 2ndFloor, Wing No.3,
Kurtarkar Commercial Arcade,
Ponda, Goa.

Title Report

Details of the Title Report

The Schedule Above Referred to –
All that distinct Plot of land being Plot B/2-C, admeasuring 2415 sq. mtrs., bearing Survey No. 171/1-A of Village Ponda, situated at Shantinagar, Ponda, Goa, Sub-District Ponda and District South Goa, within the limits of Ponda Municipal Council, forming part of the half of the property ‘Gorbat’ bounded on the East by the property of Apu Oleiro, Bolo Shet and Sada Shet Arshekar, Survey No. 170, on the West by the Municipal Road, on the North by half of the property Gorbat belonging to Rukmin Shet Verenkar Survey No. 169 and on the South by the property belonging to Balduino Coelho now Krishna Kamat, Survey No. 172, said entire half of the property ‘Gorbat’ being described in the Land Registration Office under No. 1886 in Book B 22 Old

and registered in the Land Revenue Office Ponda under No. 669 and surveyed under Survey No. 171/1 of Village Ponda, SAID PLOT Plot B/2-C being bounded as under:

On the East: By the property bearing Survey No. 170/3 and 4.

On the West: Partly by the mundcarial Plot No. 1 of area 450 sq. mtrs. of Smt. Mathuri Mamlekar and Shri Gokuldas Mamlekar and partly by the strip of land 8.00 mtrs. wide reserved for access road.

On the North: By the property bearing Survey No. 169 (part).

On the South: Partly by the Plot No. B/2-E and partly by property bearing Survey No. 170/1.

Place:

Dated _____ day of _____ 20__

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Seller/SELLER/DEVELOPER to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the SELLER/DEVELOPER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER/ALLOTTEE as approved by the concerned local authority)

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)