

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made at Mapusa, Bardez, Goa, on thisday of, 2018;

BETWEEN

SS INFRAA VENTURES LLP, registered under the Limited Liability Partnership Act, 2008 under No. **AAK 1500**, holding PAN Card bearing No. ADKFS5865Q and its registered office address at H.No.1-8-726/32/A, First Floor, Nallakunta Veg. Market Road, Hyderabad - 500044 and represented herein through its Designated Partner: **Mr. VENKATESHWAR REDDY PANYALA**, 43 years of age, s/o Mr. P. Narayan Reddy, Businessman, Indian National, holding PAN Card No. AHKPP4860E and Aadhar Card No. 322303991698 and resident of H. No: 2-1-251, Flat No.305, Lahari Apartments, Vegetable Market, Musheerabad, Nallakunta, Hyderabad, 500044, duly constituted vide resolution dated passed in the meeting of the Designated Partners on, hereinafter referred to as the '**DEVELOPER**' (which expression shall, unless repugnant to the context and meaning, mean and include its nominee/s, legal representatives, administrators, and assigns) of the FIRST PART.

AND

1. **Mr.**.....,years of age, s/o Mr....., married, service/business, holding PAN Card No.,Aadhar Card No and his wife;
2. **Mrs.**.....,years of age, d/o Mr....., service/business/housewife, holding PAN Card No. and Aadhar Card No

both Indian Nationals and residents of, hereinafter referred to as the '**PURCHASERS**' (which expression shall unless repugnant to the context and meaning shall mean and include their heirs, successors, executors, legal representatives, administrators and assigns) of the SECOND PART.

AND

1. **M/s ZEPHYR HOLDINGS**, a partnership firm registered under the Indian Partnership Act, holding PAN Card No. AAAFZ0654P, having its office at 2nd Floor, Atur Chambers, 2A Moledina Road, Pune 1 and represented herein by its partners:

- i. **Mr. KISHORE ARJAN MANSUKHANI**, s/o Mr. A. Mansukhani, 60 years of age, businessman, married, Indian National, holding PAN Card No AAZPM6523D and Aadhar Card No. 3161 3771 0429 and resident of 8, Shree Narsimha Co-operative Housing Society Limited, 194 Boat Club Road, Pune, 411 001;
- ii. **Mr. SUVIR INDURSEN MIRCHANDANI**, 56 years of age, s/o Mr. Indursen Mirchandani, married, Indian National, holding PAN Card No ABBPM0409K and Aadhar Card No. 5074 6006 6918 and resident of 701 Silver Leaf Apartment, Opp. Boat Club Road, Currimbhoy Road, Pune 411 001;

both represented herein through their attorney holder: **Mr. PIERRE ANTONIO LOBO**, s/o late Mr. Dominic L. B. Lobo, 57 years of age, Indian National, businessman and resident of 'PERIWINKLE VILLA', H. No 435/30-9, Green Valley, Chogm Road, Near Little Steps School, Alto-Pilerne, Porvorim, Bardez, Goa, duly constituted vide power of attorney dated 23-12-2015, executed before the Notary Adv. Gorakh Kirve, registered under No. B7554/2015 on 23-12-2015 at Pune.

2. **Mr. VIVEK KAMAL SETH**, 47 years of age, s/o Mr. Kamat Seth, businessman, holding PAN Card No. ADXPS4851M, and Aadhar Card No. 8733 4681 2557 Indian National, married and resident of 602, Palladium, Mangaldas Road, Pune, 411001.

3. **Mr. RAMESH GHULE**, 65 years of age, s/o Mr. Shivaji Rao Krishnaji Ghule, businessman, Indian National, married, holding PAN Card No. AFVPPF9677H and Aadhar Card No. 5383 3338 8861 and resident of Raigagh Bungalow, Pune-Solapur Road, Manjari, Pune, 412307.

hereinafter referred to as the '**OWNERS**' (which expression shall, unless repugnant to the context and meaning, mean and include their heirs, the heirs of the respective partners, successor, nominee/s, legal representatives, administrators and assigns) of the THIRD PART.

AND

M/s ASHRAY REAL ESTATE DEVELOPERS, a Partnership Firm, registered under the Indian Partnership Act 1932, with its registered office at Office No. 2, 2nd floor, Landscape Shire, Caranzalem, Panaji, Goa, having PAN Card No. AAMFA9760F, represented in this act by its Partner: **MR.GIRISH RAGHA**, son of Mr. Laxman Ragha, 47 years of age, married, businessman, Indian National, having PAN Card No. AFAPR0792K, Aadhar Card No. 8364 0668 9926 and resident of Kaivalya, 17/407/C3, 2nd floor, Near Models Status, Dona Paula, Taleigao, Goa, hereinafter referred to as the '**CONFIRMING PARTY**' (which expression shall unless repugnant to the context and meaning shall mean and include its nominee/s, legal representatives, administrators and assigns) of the FOURTH PART.

WHEREAS:

1. There exists property known as 'BATULEM', admeasuring **11,575 Sq.mtrs**, bearing survey no. **97/5**, situated at Marra, Bardez, Goa, within the limits of the Village Panchayat of Pilerne-Marra, more particularly described under Schedule I hereunder and which shall for brevity's sake be referred to as the 'SAID PROPERTY'.
2. The SAID PROPERTY originally belonged to Mrs. Olinda Aurora Francisca Felicidade Rodrigues married to Celestino Casmiro D'Souza having purchased the SAID PROPERTY in the Judicial Auction of 29-09-1938 in the foreclosure proceedings before Judge Dr. Joaquim Gonsalves in the Court of the Judicial Division of Bardez.
3. Therefore, the SAID PROPERTY stands inscribed in favour of Mrs. Olinda Aurora Francisco Felicidade Rodrigues under Inscription No. 13705 at page 130v of Book G-24 on 31-07-1941.
4. The said Mrs. Olinda Aurora Francisca Felicidade Rodrigues expired on 17-01-1982 and her husband Celestino Casmiro D'Souza expired on 30-04-1971 leaving behind as their universal heirs:
 - a. Felix D'Souza married to Olinda Urisica D'Souza

- b. Late Joaquim Xavier D'Souza, bachelor
5. The said Joaquim Xavier D'Souza expired as a bachelor without any descendents or ascendants but his collateral, viz. Felix D'Souza in terms of Article 1969 of the Portuguese Civil Code, 1881.
6. The said Olinda Urisica D'Souza expired on 23-02-2009, leaving behind her husband and moiety holder Felix D'Souza and as her universal heirs:
 - a. Charles D'Souza
 - b. Celestine D'Souza
7. Inventory Proceedings No. 459/2010/C came to be filed in the Court of the Civil Judge, Sr. Division, at Mapusa and in terms of Chart of Allotment dated 05-10-2011 and Order dated 05-10-2011, the SAID PROPERTY therefore came to be vested in, the following:
 - a. Felix D'Souza - 1/2 share
 - b. Charles D'Souza - 1/4 share
 - c. Celestine D'Souza - 1/4 share
8. The SAID (a) Felix D'Souza, and his two sons (b) Charles D'Souza, and (c) Celestine D'Souza, then sold the SAID PROPERTY to the OWNERS herein and therefore the OWNERS are vested with right, title and interest in the SAID PROPERTY having purchased the same from its predecessors-in-title vide Deed of Sale dated 23rd July, 2013, registered under No. BRZ-BK1-04051-2013, CD Number BRZD545 ON 22-08-2013 in the Office of the Sub-Registrar of Bardez, at Mapusa.
9. The OWNERS are vested with right, title and interest in the SAID PROPERTY in the following ratio as under:
 - i. ZEPHYR HOLDING - 71%
 - ii. VIVEK KAMAL SETH- 17.5%
 - iii. RAMESH GHULE - 11.5%
10. The OWNERS are therefore in possession of the SAID PROPERTY as aforesaid.

11. The OWNERS being desirous of developing the SAID PROPERTY approached the CONFIRMING PARTY who had agreed to develop the SAID PROPERTY by constructing thereon Apartments therein and consequently the OWNERS and the CONFIRMING PARTY entered into an Agreement of Development dated 16th April, 2014.
12. The OWNERS hereby declare that they have not created any charge, encumbrance or lien on the SAID PROPERTY nor is the SAID PROPERTY subject matter of any litigation or acquisition.
13. The CONFIRMING PARTY has assigned to the DEVELOPER herein its right to carry out development in a portion of the SAID PROPERTY admeasuring **2,477** Sq.mtrs forming part of the SAID PROPERTY and situated on the eastern side of the SAID PROPERTY, more particularly described under Schedule II hereunder, hereinafter referred to as the '**SAID PLOT**' and delineated in red in the plan annexed hereto and the DEVELOPER has agreed to carry out the development at its exclusive cost in the SAID PLOT by constructing Apartments therein, which project is known as '**DAFFODILLE**' and hereinafter referred to as the '**SAID PROJECT**' for brevity's sake.
14. The DEVELOPER has proposed to construct the SAID PROJECT which shall consist of the following:
 - a. 2 Nos blocks (Block A & B)
 - b. 2 nos of buildings;
 - c. NIL nos of basements;
 - d. NIL nos of podiums;
 - e. 2 nos of stilts;
 - f. 3 nos of upper floors (each block).
15. The OWNERS and the DEVELOPER have agreed to the development of the SAID PLOT by the DEVELOPER subject to the management of the same by the CONFIRMING PARTY and apportionment of the gross sales proceeds as under:
 - i. **OWNERS** – **49%**

The OWNERS shall further appropriate the gross revenue in the following proportion:

- a. ZEPHYR HOLDING - 35.57.3%
- b. VIVEK KAMAL SETH - 8.138%
- c. RAMESH GHULE - 5.292%
- ii. **DEVELOPER** - **49%**
- iii. **CONFIRMING PARTY** - **2%**

16. The OWNERS and the DEVELOPER shall each pay 1% to the CONFIRMING PARTY for liaisioning with the OWNERS to obtain permissions, licenses, design, marketing (sole selling agent) for the SAID PROJECT and all payments due to any third party broker for the sale of the apartments in the SAID PROJECT shall be borne by the CONFIRMING PARTY out of its share of the gross sales proceeds paid as aforesaid.
17. Therefore, the OWNERS, DEVELOPER and CONFIRMING PARTY executed an Agreement of Development dated 30-08-2017, executed before the Notary Adv. Linus Emmanuel, under No. 2680/17 on 16-11-2017.
18. The OWNERS through the CONFIRMING PARTY had applied for and obtained Conversion Sanad dated 26-12-2014 from the Office of the Collector bearing No. RB/CNV/BAR/AC-II/112/2013 dated 26-12-2014.
19. The OWNERS through the CONFIRMING PARTY in pursuance and furtherance of the said Agreement of Development dated 30-08-2017 then applied and obtained:
- i. Technical Clearance Order dated 14-08-2017 bearing No. TPB/495/TCP-17/2352 from the Town and Country Planning Department, Mapusa, Bardez, Goa;
 - ii. No Objection Letter bearing No. PHCC/NOC/2017-18/1505 dated 26-09-2017 from the Primary Health Centre, Candolim, Bardez, Goa.

20. The OWNERS through the CONFIRMING PARTY having obtained the aforesaid No Objection Certificates was therefore issued Construction License for the SAID PROJECT vide Construction License bearing No. VP/PM/F.29/2017-18/Bldgs/Clubhouse/Swimming pool/Com-wall/1068 dated 03-10-2017 from the Village Panchayat of Pilerne-Marra, to construct the SAID PROJECT known as '**DAFFODILLE**'.
21. The PURCHASERS are desirous of purchasing Apartment bearing No. in Block of the SAID PROJECT known as '**DAFFODILLE**', admeasuring sq.mtrs of built-up area andsq.mts of carpet area, (including the incidence of staircase, lift, balconies and passages), which apartment is situated on the floor of the SAID PROJECT and shall include purchase of proportionate undivided share in the SAID PLOT on which the SAID PROJECT is constructed and is more particularly described in Schedule III hereunder, which apartment shall hereinafter for brevity's sake be referred to as the '**SAID APARTMENT**' and is delineated in red in the plans annexed hereto duly signed by the parties.
22. The carpet area of the SAID APARTMENT is sq.mtrs and 'carpet area' means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said apartment for exclusive use of the purchasers or veranda area and exclusive open terrace area appurtenant to the said apartment for exclusive use of the purchasers, but includes the area covered by the internal partition walls of the apartment.
23. The DEVELOPER and the OWNERS have agreed to sell the SAID APARTMENT including its proportionate undivided share in the SAID PLOT on which the SAID APARTMENT is standing for a sum of **Rs./- (Rupees only)**, which is and constitutes the market value of the SAID APARTMENT.
24. The DEVELOPER shall construct the SAID APARTMENT in terms of the specifications stipulated under Schedule IV hereunder and the

PURCHASERS shall effect payment for the SAID APARTMENT in terms of the mode of payment stipulated under Schedule V hereunder written.

25. The aforesaid sanctioned plan and the specifications of the SAID APARTMENT shall however be subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the DEVELOPER, however all such changes shall be intimated to the PURCHASERS herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents.
26. There are no impediments attached to the SAID PLOT nor are there any tenants or illegal encroachments on the SAID PLOT or SAID PROPERTY and the OWNERS declare that they have not mortgaged the SAID PROPERTY/PLOT to any person/entity or bank.
27. The DEVELOPER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
28. The DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
29. The DEVELOPER has registered the SAID PROJECT under the provisions of the Act with the Goa Real Estate Regulatory Authority at Panaji, Goa under No under the Real Estate (Regulation & Redevelopment) Act, 2016 and a certified copy of the same is attached hereto and the DEVELOPER is entitled and enjoined upon to construct the SAID PROJECT on the SAID PLOT in accordance with the recitals hereinabove.
30. By virtue of the Agreement of Development dated 30-08-2017 the DEVELOPER has sole and exclusive rights subject to the terms and

conditions of said Agreement of Development dated 16th April, 2014 to sell the apartments in the SAID PROJECT to be constructed by the DEVELOPER on the SAID PROJECT and to enter into Agreement/s with the purchasers/allottee(s)/s of the apartments and to receive the sale consideration in respect thereof;

31. On demand from the PURCHASERS, the DEVELOPER has given inspection to the PURCHASERS of all the documents of title relating to the SAID PROJECT and the SAID PROPERTY, the plans and has also approved the specifications of the SAID APARTMENT detailed in Schedule IV hereunder written, designs and specifications prepared by the DEVELOPER'S Architects **Mrs. ASHWINI RAGHA** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
32. The authenticated copies of Certificate of Title issued by an Attorney at Law or Advocate of the DEVELOPER, authenticated copies of Form I & XIV or any other relevant revenue record showing the nature of the title of the OWNERS to the project land on which the SAID PROJECT is being constructed or are to be constructed have been annexed hereto.
33. The authenticated copies of the plans of the layout as approved by the Village Panchayat of Pilerne-Marra and the various Authorities have been annexed hereto depicting the construction of the buildings and open spaces are proposed to be provided for on the SAID PROJECT have been annexed hereto.
34. The authenticated copies of the plans as per the specifications of the SAID APARTMENT agreed to be purchased by the PURCHASERS, as sanctioned and approved by the Village Panchayat of Pilerne-Marra and the various Authorities have been annexed.
35. While sanctioning the said plans concerned, the Village Panchayat of Pilerne-Marra and the various Authorities and/or Government have laid

down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER while developing the SAID PLOT and upon due observance and performance of which only the completion or occupancy certificate in respect of the SAID PROJECT shall be granted by the concerned local authority.

36. The DEVELOPER has accordingly commenced construction of the SAID PROJECT in accordance with the said proposed plans.
37. 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;
38. Under section 13 of the said Act the DEVELOPER is required to execute a written Agreement for sale of SAID APARTMENT with the PURCHASERS, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and therefore the parties hereto have agreed to execute these presents on the following terms and conditions.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1.1 That the PURCHASERS shall purchase and the DEVELOPER and the OWNERS shall sell the SAID APARTMENT No. in the SAID PROJECT known as '**DAFFODILLE**', admeasuringsq.mtrs of built-up area andsq.mts of carpet area, (including the incidence of staircase, lift, balconies and passages), which apartment is situated on the floor of the SAID PROJECT and shall include purchase of proportionate undivided share in the SAID PLOT on which the SAID PROJECT is constructed and is more particularly described in Schedule III hereunder for a sum of **Rs./- (Rupees only)** including **Rs./- (Rupees only)** being the proportionate price of

the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, which shall be constructed in terms of Schedule IV hereunder and the consideration shall be paid in terms of Schedule V hereunder, subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the DEVELOPER, however all such changes shall be intimated to the PURCHASERS herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents. Provided that the DEVELOPER shall have to obtain prior consent in writing of the PURCHASERS in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASERS except any alteration or addition required by any Government authorities or due to change in law.

- 1.2 The PURCHASERS hereby agree to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASERS the garage bearing nos.....situated atbasement and/or stilt and/or podium being constructed for the consideration of **Rs./- (Rupees only)**.
- 1.3 TOTAL CONSIDERATION: The total aggregate consideration amount for the SAID APARTMENT including garage/covered parking space and common areas/amenities is thus **Rs./- (Rupees only)**.
- 1.4 The Total Consideration above excludes taxes (consisting of tax paid or payable by the DEVELOPER by way of Goods and Service Tax(GST), Infrastructure Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out of the SAID PROJECT payable by the DEVELOPER) up to the date of handing over the possession of the SAID APARTMENT.
- 1.5 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The DEVELOPER undertakes and agrees that while raising a demand on the PURCHASERS for increase in development charges, cost, or levies

imposed by the Competent Authorities etc, the 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 PURCHASERS, which shall only be applicable on subsequent payments.

- 1.6 The PURCHASERS authorize the DEVELOPER to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the DEVELOPER may in its sole discretion deem fit and the PURCHASERS undertake not to object/demand/direct the DEVELOPER to adjust their payments in any manner.
 - 1.7 The DEVELOPER shall be at liberty to incorporate variations in the layout/elevation of the SAID PROJECT including relocating the open spaces, gardens, swimming pool and the passages and pathways to the SAID PROJECT as the exigencies of the situation or the concerned Authorities or the Architect of the DEVELOPER may require and the PURCHASERS shall have no objection to the same SUBJECT to the condition that the built-up area of the SAID APARTMENT is not altered. It is agreed by and between the parties hereto that in the event of a change in the built-up area of the SAID APARTMENT the cost of construction shall accordingly vary with the increase or decrease of the built-up area of the SAID APARTMENT.
2. The DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASERS after the construction of the SAID PROJECT is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by PURCHASERS within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the PURCHASERS. If there is any increase in the carpet area allotted to PURCHASERS, the DEVELOPER shall demand additional amount from the PURCHASERS 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 of this Agreement.

3. In the event any change in or addition to the specifications in terms of Schedule IV is desired by the PURCHASERS, the same may be incorporated/executed by the DEVELOPER, if permitted, at such additional costs PROVIDED HOWEVER, that such changes/additions, if any, shall be intimated before the commencement of the specified works and the additional costs are remitted in advance to the DEVELOPER.
4. The DEVELOPER shall complete and deliver possession of the SAID APARTMENT within a period of months from the date of execution of these presents subject however to compliance of the payment in terms of the schedule of payments detailed under Schedule V hereunder. The DEVELOPER shall however be granted 6 months grace period for completion of the SAID APARTMENT.
5. **POSSESSION:** The DEVELOPER shall handover possession of the SAID APARTMENT to the PURCHASERS on or before..... day of20..... If the DEVELOPER fails or neglects to give possession of the SAID APARTMENT to the PURCHASERS on account of reasons beyond its control and of its agents by the aforesaid date then the DEVELOPER shall be liable on demand to refund to the PURCHASERS the amounts already received by it in respect of the SAID APARTMENT with interest at the same rate as may mentioned in the clauses herein from the date the DEVELOPER received the sum till the date the amounts and interest thereon is repaid.
 - 5.1. PROVIDED THAT the DEVELOPER shall be entitled to reasonable extension of time for giving delivery of SAID APARTMENT on the aforesaid date, if the completion of building in which the SAID APARTMENT is to be situated is delayed on account of
 - a. war, civil commotion or act of God ;
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- c. non-availability of construction material;
 - d. delay in the issuance of Occupancy Certificate or such other unforeseen circumstances beyond the control of the DEVELOPER and the DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID APARTMENT.
- 5.2. Procedure for taking possession - The DEVELOPER, upon obtaining the occupancy certificate from the Competent Authority and the payment made by the PURCHASERS as per the agreement shall offer in writing the possession of the SAID APARTMENT, to the PURCHASERS in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the DEVELOPER shall give possession of the SAID APARTMENT to the PURCHASERS. The DEVELOPER agrees and undertakes to indemnify the PURCHASERS in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the DEVELOPER. The PURCHASERS agree to pay the maintenance charges as determined by the DEVELOPER or Association of PURCHASERS, as the case may be. The DEVELOPER on its behalf shall offer the possession to the PURCHASERS in writing within 7 days of receiving the occupancy certificate of the SAID PROJECT.
- 5.3. The PURCHASERS shall take possession of the SAID APARTMENT within 15 days of the written notice from the DEVELOPER to the PURCHASERS intimating that the SAID APARTMENT is are ready for use and occupancy.
- 5.4. Upon receiving a written intimation from the DEVELOPER as per clauses above, the PURCHASERS shall take possession of the SAID APARTMENT from the DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the DEVELOPER shall give possession of the SAID APARTMENT to the PURCHASERS. In case the PURCHASERS fail to take possession within the time provided in clauses herein such PURCHASERS shall continue to be liable to pay maintenance charges as applicable from the date of receipt of the notice including all charges towards utilities provided, taxes such as Goods and Service Tax, infrastructure tax and such other taxes, cess and duties as may

be levied hereinafter by the appropriate Authorities from time to time with respect to the SAID APARTMENT or the SAID PROJECT and payable by the PURCHASERS.

- 5.5. If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASERS, the PURCHASERS bring to the notice of the DEVELOPER any structural defect in the SAID APARTMENT or the building in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the DEVELOPER, compensation for such defect in the manner as provided under the Act.

- 6.1. It is agreed by the parties hereto that time is the essence of the present agreement.
- 6.2. The DEVELOPER shall abide by the time schedule for completing the SAID PROJECT and handing over the SAID APARTMENT to the PURCHASERS and the common areas to the Association of the purchasers after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the PURCHASERS shall make timely payments of the instalment and other dues payable by them in terms of Schedule V hereunder and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPER as provided in the clauses herein.
- 6.3. If the DEVELOPER fails to abide by the time schedule under Schedule V for completing the SAID PROJECT and handing over the SAID APARTMENT to the PURCHASERS, the DEVELOPER agrees to pay to the PURCHASERS, who does not intend to withdraw from the SAID PROJECT, interest as specified in the Rules, on the amounts paid by the PURCHASERS, for every month of delay, till the handing over of the possession of the SAID APARTMENT. The PURCHASERS agrees to pay to the DEVELOPER, interest as specified in the Rules and additional interest @24% p.a. as damages, on all delayed payment/s which become due and payable by the PURCHASERS to the

DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASERS to the DEVELOPER.

- 6.4. Without prejudice to the right of DEVELOPER to charge interest in terms of the clauses above, on the PURCHASERS committing default in payment on due date of any amount due and payable by the PURCHASERS to the DEVELOPER under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASERS committing three defaults of payment of instalments, the DEVELOPER shall at its own option, may terminate this Agreement.
- 6.5. PROVIDED THAT, the DEVELOPER shall give notice of fifteen days in writing to the PURCHASERS, by Registered Post AD at the address provided by the PURCHASERS and e-mail at the e-mail address provided by the PURCHASERS, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASERS fail to rectify the breach or breaches mentioned by the DEVELOPER within the period of notice then at the end of such notice period, DEVELOPER shall be entitled to terminate this Agreement.
- 6.6. PROVIDED FURTHER, that upon termination of this Agreement as aforesaid, the DEVELOPER shall refund to the PURCHASERS (subject to deduction of Rs. 5,00,000/- as liquidated damages or any other amount which may be payable to DEVELOPER) within a period of thirty days of the termination, the instalments of sale consideration of the SAID APARTMENT which may till then have been paid by the PURCHASERS to the DEVELOPER.
7. The PURCHASERS shall use the SAID APARTMENT or any part thereof or permit the same to be used only for purpose of their residence and shall use the garage or parking space only for purpose of keeping or parking vehicle.
8. The PURCHASERS agree to execute and sign all such other documents, instruments and applications as may be necessary in furtherance of the objects of these presents.

9. The PURCHASERS undertake to pay within 15 days of receipt of a notice by the DEVELOPER the proportionate share of expenses/charges for obtaining necessary utility connections and such other charges as may be due and payable to various Authorities with respect to the SAID APARTMENT including infrastructure tax and such other taxes and cess as may be levied by various Authorities from time to time.
10. It is agreed by the parties hereto that increase in the Floor Area Ratio (F.A.R) of the SAID PROPERTY shall only inure to the benefit of the OWNERS and the DEVELOPER in proportion to their revenue sharing ratio and the PURCHASERS shall have no claim whatsoever thereto or carry out any repairs or renovations based on such increase in F.A.R.
11. It is hereby agreed by and between the parties that the DEVELOPER shall be solely responsible/liable for handing over possession of the SAID APARTMENT within the time stipulated herein and also for the quality of construction of the SAID APARTMENT as per the specifications mentioned herein in Schedule IV in the SAID PROJECT known as 'DAFFODILLE', admeasuring sq.mtrs andsq.mts of carpet area, (including the incidence of staircase, lift, balconies and passages), which apartment is situated on the floor of the SAID PROJECT and shall include purchase of proportionate undivided share in the SAID PLOT on which the SAID PROJECT is constructed and is more particularly described in Schedule III hereunder of this Agreement and the CONFIRMING PARTY shall be solely responsible for the marketing, design and for obtaining permissions for the SAID PROJECT.
12. The DEVELOPER and OWNERS shall have first lien and charge on the SAID APARTMENT in respect of any sums due and payable in terms of Schedule V herein.
13. The PURCHASERS shall not let, sell, transfer or assign the SAID APARTMENT or their interest or benefit in the present agreement or part with possession of the SAID APARTMENT until the Deed of Sale

in terms of the clauses is executed in favour of the PURCHASERS and necessary consent in writing has been obtained from the DEVELOPER and the OWNERS prior to execution of any instrument for such transfer or sale.

14. It is agreed by the parties hereto that the open spaces and the communal areas and common amenities of the SAID PROJECT shall be used by all the unit holders in the SAID PROJECT and upon final conveyance the ownership of such communal areas/amenities such as the gardens, swimming pool and open spaces shall then vest with the purchasers of the villas/apartments collectively.
15. On completion of construction of the SAID APARTMENT and obtaining of Occupancy Certificate from the Village Panchayat, the PURCHASERS shall be entitled to call upon the DEVELOPER and OWNERS herein to convey all their right, title and interest in the SAID APARTMENT and the undivided right in the SAID PROPERTY corresponding to the SAID APARTMENT, as specified in this agreement to the PURCHASERS herein and therefore to execute and admit execution of the Deed of Sale before the Sub-Registrar of Bardez, at Mapusa.
16. The DEVELOPER and the OWNERS undertake to do or cause to be done all such acts, deeds or things as the PURCHASERS may reasonably require, however, at the cost of the PURCHASERS, for more perfectly conveying the SAID APARTMENT including its undivided right, title and interest in the SAID PROPERTY corresponding to the SAID APARTMENT to the PURCHASERS.
17. The OWNERS covenant with the PURCHASERS as follows:
 - 17.1 The OWNERS have a clear and marketable title with respect to the SAID PLOT; as declared in the title report annexed to this agreement and have the requisite rights to carry out the SAID DEVELOPMENT and also have actual, physical and legal possession of the SAID PLOT for the implementation of the SAID PROJECT.

- 17.2 that the SAID PROPERTY is free and clear from all or any encumbrance/s, charges or lien as stated in the title report;
 - 17.3 that the SAID PROPERTY is not subject matter of any civil proceedings or acquisition proceedings;
 - 17.4 they the OWNERS have not done any act whereby they are prevented from entering into the present agreement and the OWNERS shall keep and cause to keep the PURCHASERS herein indemnified from any such loss or damage suffered as a consequence of such claim or defect in title.
 - 17.5 The OWNERS have 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 PURCHASERS created herein, may prejudicially be affected.
18. The DEVELOPER further covenants with the PURCHASERS as follows:
 - 18.1 that the DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT and shall obtain requisite approvals from time to time to complete the development of the SAID PROJECT;
 - 18.2 all approvals, licenses and permits issued by the Competent Authorities with respect to the SAID PROJECT and the SAID PLOT are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PROJECT and the SAID PLOT shall be obtained by following due process of law and the DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PROJECT and the SAID PLOT and common areas;
 - 18.3 The 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 PURCHASERS created herein, may prejudicially be affected;
 - 18.4 that the DEVELOPER shall comply with all the terms and conditions, stipulations and restrictions, if any, which may have

- been imposed by any Authority at the time of sanctioning the building plans or thereafter including the Goa RERA Authority;
- 18.5 that the DEVELOPER shall before handing over possession of the SAID APARTMENT to the PURCHASERS obtain from the Village Panchayat the Occupancy Certificate with respect to the SAID APARTMENT;
- 18.6 that the DEVELOPER has not done any act whereby it is prevented from entering into the present agreement and the DEVELOPER shall keep and cause to keep the PURCHASERS herein indemnified from any such loss or damage suffered as a consequence of such claim or defect in title.
- 18.7 that the DEVELOPER shall ensure that there are nil encumbrances on the SAID PROPERTY or the SAID APARTMENT prior to execution of a Deed of Sale for the SAID APARTMENT including its undivided right, title and interest in the SAID PROPERTY corresponding to the SAID APARTMENT and if required by the PURCHASERS the DEVELOPER shall produce necessary Certificate of Nil Encumbrance or No Lien Certificate from the concerned Authorities;
- 18.8 That the fixtures and fittings to be provided in the SAID APARTMENT and the construction shall be in terms of the specifications under Schedule IV hereunder.
- 18.9 The 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 SAID PROJECT or the SAID APARTMENT, which will, in any manner, affect the rights of PURCHASERS under this Agreement;
- 18.10 The DEVELOPER confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASERS in the manner contemplated in this Agreement;
- 18.11 The 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;

18.12 No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the SAID PLOT) has been received or served upon the DEVELOPER in respect of the SAID PLOT or the SAID PROJECT except those disclosed in the title report.

19. The PURCHASERS covenant with the OWNERS and the DEVELOPER as follows:

19.1 To maintain the SAID APARTMENT at the PURCHASERS' own cost in good and tenantable repair and condition from the date that of possession of the SAID APARTMENT is taken and shall not do or suffer to be done anything in or to the building in which the SAID 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 SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required, or store any articles etc on the landings, common passages of the SAID APARTMENT, which may be against the law in force or against the interest of the other apartment owners.

19.2 Not to store in the SAID 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 SAID 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 SAID APARTMENT is situated, including entrances of the building in which the SAID APARTMENT is situated and in case any damage is caused to the building in which the SAID APARTMENT is situated on account of negligence or default of the PURCHASERS in this

behalf, the PURCHASERS shall be liable for the consequences of the breach.

- 19.3 To carry out at their own cost all internal repairs to the SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASERS and shall not do or suffer to be done anything in or to the building in which the SAID APARTMENT is situated 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 PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 19.4 That the PURCHASERS and all such person/s in possession of the SAID APARTMENT shall be governed and shall observe and comply with the byelaws of the local Authorities or the Maintenance Society as may be laid from time to time.
- 19.5 The PURCHASERS shall utilize the swimming pool according to the regulations framed by the Maintenance Society or the DEVELOPER.
- 19.6 Not to demolish or cause to be demolished the SAID 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 SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID 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 SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the SAID APARTMENT without the prior written permission of the DEVELOPER and/or the Maintenance Society and/or the Local Authority.

- 19.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the SAID PLOT and the SAID APARTMENT or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 19.8 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 SAID PROJECT and the building in which the SAID APARTMENT is situated.
- 19.9 Pay to the DEVELOPER within fifteen days of demand by the DEVELOPER, their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the SAID APARTMENT is situated.
- 19.10 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID APARTMENT by the PURCHASERS for any purposes other than for purpose for which it is sold.
- 19.11 The PURCHASERS shall not let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID APARTMENT until all the dues payable by the PURCHASERS to the DEVELOPER under this Agreement are fully paid up. However, the PURCHASERS shall be entitled to let the SAID APARTMENT on short-term or long-term basis and shall not object to the letting of the other units by the other unit-holders/purchasers.
- 19.12 The PURCHASERS shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 PURCHASERS shall also observe and perform all the

stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the SAID 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.

19.13 Till a conveyance of the SAID APARTMENT including its proportionate share in the SAID PLOT corresponding to the SAID APARTMENT is executed in favour of the Maintenance Society, the PURCHASERS shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

19.14 That the PURCHASERS shall not obstruct the construction to the rear of the SAID PLOT or hinder the movement of any vehicles for the same and have no objection to the construction on the balance part of the SAID PROPERTY.

19.15 The PURCHASERS shall have no objection to the use of the drive way/access to the construction by the VENDOR to the rear of the SAID PROPERTY or to any other property appurtenant to the SAID PROPERTY.

20.1 The PURCHASERS along with other purchasers of apartments in the SAID PROJECT shall join in forming and registering the Maintenance Society or an entity to be known by such name as the DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the proposed Maintenance Society and for becoming a member, including the byelaws of the proposed Maintenance Society and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the PURCHASERS, so as to enable the DEVELOPER to register the common organisation of PURCHASERS. No objection shall be taken by the PURCHASERS 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.

- 20.2 Within 15 days after notice in writing is given by the DEVELOPER to the PURCHASERS that the SAID APARTMENT is ready for use and occupancy, the PURCHASERS shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings in respect of the SAID PROJECT and SAID PLOT namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government water charges, swimming pool, gardens, communal areas, pathways and watchman's wages, sewage, pipelines, electricity connections, etc and such other expenses as the DEVELOPER/proposed Maintenance Society and all other expenses necessary and incidental to the management and maintenance of the SAID PROJECT and SAID PLOT.
- 20.3 Until the Maintenance Society is formed and the sale deed for the SAID APARTMENT including its proportionate undivided share in the SAID PLOT is transferred to the PURCHASERS, the PURCHASERS shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASERS further agrees that till the PURCHASERS' share is so determined the PURCHASERS shall pay to the DEVELOPER provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the PURCHASERS to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until the registration and formation of the proposed Maintenance Society.
- 20.4 The DEVELOPER shall maintain a separate account in respect of sums received by the DEVELOPER from the purchasers as advance or deposit, sums received on account of the share capital for the promotion of the Maintenance Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 20.5 The PURCHASERS shall on or before delivery of possession of the SAID APARTMENT keep deposited with the DEVELOPER, the following amounts :

- (i) Rs. for share money, application entrance fee of the Maintenance Society.
- (ii) Rs. for proportionate share of taxes and other charges/levies in respect of the Maintenance Society.
- (iii) Rs.for deposit towards provisional monthly contribution towards outgoings of the Maintenance Society.
- (iv) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges and common charges.
- (v) Rsfor deposits of electrical receiving and Sub Station provided in the SAID PROJECT.
- (vi) Rs towards sinking fund.
- (vii) Rs towards reserve fund.

20.6 The PURCHASERS shall pay to the DEVELOPER a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the DEVELOPER in connection with formation of the said Maintenance Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Agreement and/or Deed of Sale for the SAID APARTMENT including its proportionate undivided share in the SAID PLOT corresponding to the SAID APARTMENT and at the time of registration of Deed of Sale for the SAID APARTMENT including its proportionate undivided share in the SAID PLOT corresponding to the SAID APARTMENT, the PURCHASERS shall pay to the DEVELOPER, the stamp duty and registration charges payable on such conveyance or any document or instrument of transfer.

21. Any delay or forbearance by the DEVELOPER in enforcing the terms and conditions of these presents shall not be construed as a waiver on the part of the DEVELOPER of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASERS.

22. The PURCHASERS shall bear all costs towards execution of these presents and/or execution of a Sale Deed and/or such documents as may be deemed expedient by the advocate of the PURCHASERS.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or its proportionate share in the SAID PLOT or any part thereof. The PURCHASERS shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to them including all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces.
24. After the DEVELOPER executes this Agreement it shall not mortgage or create a charge on the SAID APARTMENT 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 PURCHASERS who has taken or agreed to take such SAID APARTMENT.
25. Forwarding this Agreement to the PURCHASERS by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the PURCHASERS until, firstly, the PURCHASERS sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in Schedule V within 30 (thirty) days from the date of receipt by the PURCHASERS and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER. If the PURCHASERS(s) fails to execute and deliver to the DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASERS and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER, then the DEVELOPER shall serve a notice to the PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASERS, application of the PURCHASERS shall be treated as cancelled and all sums deposited by the PURCHASERS in connection therewith including the booking amount shall be returned to the PURCHASERS without any interest or compensation whatsoever.
26. This Agreement, along with its Schedules and annexure, constitute 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 APARTMENT, as the case may be.

27. This Agreement may only be amended through written consent of the parties.
28. 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 SAID PROJECT shall equally be applicable to and enforceable against any subsequent purchasers of the SAID APARTMENT, in case of a transfer, as the said obligations go along with the SAID APARTMENT for all intents and purposes.
29. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
30. Wherever in this Agreement it is stipulated that the PURCHASERS have to make any payment, in common with other purchaser(s) in SAID PROJECT, the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the apartments in the SAID PROJECT.
31. The 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.

32. The execution of this Agreement shall be complete only upon its execution by the DEVELOPER at the DEVELOPER's Office in Panaji, or at some other place, which may be mutually agreed between the DEVELOPER, OWNERS and the PURCHASERS, in after the Agreement is duly executed by the PURCHASERS and the DEVELOPER, OWNERS or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mapusa, Bardez, Goa.
33. The PURCHASERS and/or 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 DEVELOPER, OWNERS and the PURCHASERS will attend such office and admit execution thereof.
34. **UTILIZATION OF GROSS SALE PROCEEDS**: Under the provisions of the said Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder, all amounts received by way of the gross sale proceeds from the sale of the apartments in the SAID PROJECT will be deposited by the DEVELOPER into the Designated Account as mandated by the Goa Real Estate Regulatory Authority.
 - 34.1 The DEVELOPER shall be then withdraw 30% of all gross sale proceeds from such RERA Designated Account in terms of the RERA Act, 2016 and Rules framed there under and transfer the amounts withdrawn to a Bank Account and the said Bank shall be issued irrevocable instructions that upon credit of the said Bank Account to immediately credit into the individual accounts of the parties hereto at the said Bank in the following ratio:
 - a. OWNERS : 49%
 - b. DEVELOPER : 49%
 - c. CONFIRMING PARTY : 2%

34.2 The remainder 70% of the gross sales proceeds shall be withdrawn in terms of the RERA Act, 2016 and Rules framed thereunder after due submission of the Certificate of the Architect, Engineer and Chartered Accountant certifying the cost of land, cost of construction and stages of construction and from such RERA Designated Account in terms of the RERA Act, 2016 and Rules framed there under and transfer the amounts withdrawn to a Bank Account and the said Bank shall be issued irrevocable instructions that upon credit of the said Bank Account to immediately credit into the individual accounts of the parties hereto at the said Bank in the following ratio:

- d. OWNERS : 49%
- e. DEVELOPER : 49%
- f. CONFIRMING PARTY : 2%

34.3 That the sums credited to the individual accounts of the parties hereto shall be utilized by the parties solely at their discretion, HOWEVER, the DEVELOPER shall use its share of the gross sale proceeds primarily towards construction of the SAID PROJECT and the CONFIRMING PARTY shall pay all third party brokers such commission and brokerage out of its share of the gross sale proceeds.

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

PURCHASERS:

Email:

DEVELOPER:

SS INFRAA VENTURES LLP,

H. No: 1-8-726/32/A,

First Floor, Nallakunta Veg. Market Road,

Hyderabad – 500044

Email: ssinfraadventuresllp@gmail.com

OWNERS:

1. **M/s ZEPHYR HOLDINGS**
2nd Floor, Atur Chambers,
2A Moledina Road, Pune 1
2. **Mr. VIVEK KAMAL SETH,**
602, Palladium, Mangaldas
Road, Pune, 411001.
3. **Mr. RAMESH GHULE,**
Raigagh Bungalow, Pune-Solapur
Road, Manjari, Pune, 412307.

Email: suvir.mirchandani@gmail.com,
kishore.mansukhani@gmail.com

CONFIRMING PARTY

**M/s ASHRAY REAL ESTATE
DEVELOPERS,**

Office No. 2, 2nd floor, Landscape Shire,
Caranzalem, Panaji - Goa,

Email: ashraygoa@gmail.com

It shall be the duty of the parties 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 parties, as the case may be.

36. **Dispute Resolution:** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Goa Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
37. 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 Goa will have the jurisdiction for this Agreement.

38. The parties hereto shall be entitled to specific performance of this Agreement.
39. Possession of the SAID APARTMENT has not been transferred.
40. Only part payment of the purchase consideration has been made and balance consideration is due.

SCHEDULE I

[SAID PROPERTY]

ALL THAT PROPERTY known as 'BATULEM', admeasuring 11,575 Sq.mtrs (excluding 30 Sq.mtrs acquired by the Government of Goa), bearing survey no. 97/5, situated at Marra, Bardez, Goa, within the limits of the Village Panchayat of Pilerne-Marra, registered under Description No. 16538 of Book B-43(N) in the Land Registration Office of Bardez, not enrolled in the Taluka Revenue Office, bearing Old Cadastral No. 1281 and is bounded as under:

- On or towards the EAST: by a public road;
- On or towards the WEST: by survey no. 90/1;
- On or towards the NORTH: by survey no. 97/3 & 97/4;
- On or towards the SOUTH: by survey no. 97/6.

SCHEDULE II

[SAID PLOT]

ALL THAT PLOT of land admeasuring **2,477** Sq.mtrs, forming part of the SAID PROPERTY, situated on the eastern side of the SAID PROPERTY described under Schedule I hereinabove and bounded as under:

- On or towards the EAST: by a public road;
- On or towards the WEST: by the balance portion of survey no. 97/5;
- On or towards the NORTH: by survey no. 97/4;
- On or towards the SOUTH: by survey no. 97/6.

(The SAID PLOT is delineated in red in the plan annexed hereto)

SCHEDULE III
[SAID APARTMENT]

ALL THAT APARTMENT bearing No., admeasuringmtrs of super built-up area (including the incidence of staircase, lift, balconies and passages), situated on thefloor of Block of the SAID PROJECT known as '**DAFFODILLE**' and shall include its proportionate undivided share in the SAID PLOT described under Schedule II hereinabove on which the SAID PROJECT is constructed and all its appurtenances and common areas, swimming pool, lifts, gardens, pathways and passages.

(The SAID APARTMENT is delineated in red in the plan annexed hereto duly signed by the parties)

SCHEDULE IV
[SPECIFICATIONS & AMENITIES OF
THE APARTMENTS]

1. **Structure** : R. C. C. framed structure
2. **External walls**: 9" thick from laterite stones/blocks. Exposed laterite work on certain walls.
3. **Internal walls**: Made of bricks in 4" thick.
4. **External plaster**: Cement mortar in two coats.
5. **Internal plaster**: Gypsum plaster applied over masonry/ cement mortar finished with neeru.
6. **Flooring and wall tiles**: Quality tiles for all the flooring and walls and natural stone for wash basin counters. Window ledges covered with natural stone from inside.
7. **Toilet fixtures and fittings**: Jaguar or equivalent
8. **External paint**: Apex or equivalent
9. **Internal paint**: Plastic emulsion. Texture paint for certain walls.
10. **Doors and windows**: Readymade Doors with polish/paint finish and Windows of UPVC / Aluminum Powder coated.
11. **Electrical switches**: Modular switches of Anchor Roma or equivalent.

12. **Plumbing and Drainage:** Supply lines in CPVC pipes and Drainage pipes in PVC SWR pipes. Reserve Underground Sump tank along with overhead water tank.
13. Swimming pool with Deck
14. Generator for common lighting and facilities.
15. Landscaping around the building.
16. Club House
17. LED Lights of Philips or similar for inside and outside the building
18. Modular kitchens with Hob chimney and S.S. Sink
19. Wiring and conduits for A/c's.
20. Security cabins
21. Telephone and TV points in living and bedrooms.

SCHEDULE V

[SCHEDULE OF PAYMENTS]

Sr.	DETAILS	PERCENTAGE	AMOUNT
1	On booking	10%	
2	On execution of Agreement	20%	
3.	On completion of plinth	15%	
4.	On completion of slabs including podiums and stilts	25%	
5.	On completion of the walls, internal plaster, floorings doors and windows	5%	
6.	On completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the SAID APARTMENT	5%	
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building	5%	
8.	On completion of the lifts, water pumps, electrical	10%	

	fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements		
9.	On delivery of possession of the SAID APARTMENT & Occupancy Certificate	5%	

BANK DETAILS OF DEVELOPER:

Account Name : **SS INFRAA VENTURES LLP**

Bank/ Branch :

Account No :

IFSC / NEFT Code:

However all payments/instalments shall be levied GST or any other taxes, cess or duties and such instalments including GST or any other taxes, cess or duties shall be paid by way of a cheque or demand draft or by RTGS/NEFT into the bank account of the DEVELOPER.

IN WITNESS WHEREOF the Parties hereto have executed these presents on the date hereinabove mentioned.