

Date: 19-09-2025

**Additions:** Marked in Yellow ink**Deletion :** Marked in pink ink**Annexure A****[See Rule 10(1)]****EXPLANATORY NOTE**

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event , matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retain in each and every agreement executed between the Promoter and allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made at Mapusa Goa, on this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2025, by and

**BETWEEN**

**M/S. SALDANHA DEVELOPERS PVT LTD**, a company incorporated under the companies act and having its Registered Office at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 and Branch Offices at 302, Mathias Plaza, 18th June Road, Panaji, Goa 403001 and having Permanent Account No. [REDACTED] duly represented by its Managing Director Mr. Benedict Saldanha, age 64 years, son of late Mr. Joseph M. Saldanha, Married, Businessman, Indian National holding Permanent Account No. [REDACTED], Aadhaar card no. [REDACTED] residing at, La Marvel Colony, Dona Paula, Ilhas Goa 403004 hereinafter called “**THE PROMOTER/S** ” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors administrators and assigns) of the **ONE PART**. Contact no. [REDACTED]

That **Mr. Benedict Saldanha** is duly represented by his Power of Attorney **Mr. Mahesh Patil**, Son of Shivdas Patil , 32 years, married, Service , Indian National Holding Permanent Account no. [REDACTED] and Aadhaar Card no. [REDACTED] resident of House no. \_\_\_\_\_, Dona Paula, Tiswadi Goa to admit execution of Agreement for sale before the Sub registrar at Mapusa- Goa by virtue of Special power of attorney dated \_\_\_\_\_, registered under no. PNJ-POA Register- \_\_\_\_\_, at serial no.: - \_\_\_\_\_ Book: - POA Register Document on \_\_\_\_\_, vide Resolution no. \_\_\_\_\_ dated \_\_\_\_\_.

**AND**

- 1     **Mr/Mrs**\_\_\_\_\_, \_\_\_\_\_ years of age, son of/Daughter of \_\_\_\_\_, service/\_\_\_\_\_, indian National, holding Permanent Account no. \_\_\_\_\_ and Aadhar Card no. \_\_\_\_\_, residing at \_\_\_\_\_, Mobile No. \_\_\_\_\_.

Hereinafter referred to as the “**THE ALLOTTEE/S** ” (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, successors, representatives and assigns) of the **OTHER PART**.

## **WHEREAS**

1.     There exists a property known as “**GHORBATTA**” situated in the ward of Cobravaddo, Village of Calangute, within the limits of the Village Panchayat of Calangute, Bardez. Goa, described in the Land Registration Office collectively under No. 33395 and 33396 of Book B-85 (new) enrolled in Taluka Revenue Office, under No. 830 of the first circumscription surveyed under Old Cadastral Survey No. 1410 & 1402, surveyed for Records of Rights of the Village of Calangute under No. 230, sub-division No. 15 and admeasuring 3425 square meters and more particularly described in the Schedule I herein under written and which property is hereinafter be referred to as the “**SAID PROPERTY**” for the purpose of brevity.

The said property is found inscribed under No. 27490 of Book No. G-33 of the Land Registration Office of Bardez in favour of Joseph da Silva, alias Joseph Luis da Silva, alias Jose Luis Antonio Excelso da Silva and found recorded in the name of the said Jose Luis Antonio Excelso da Silva in the Records of the Cadastral Survey (old).

2.     Mr. Jose Luis Antonio Excelso da Silva was married to Mrs. Luiza Cecilia Viegas in first marriage and upon the death of the said Mrs. Luiza Cecilia Viegas, Mr. Jose Luis Antonio Excelso da Silva was married to Mrs. Olinda Josepha Fernandes E Silva.
3.     The said property was inherited on the death of the said Jose Luis da Silva by the following legal heirs:
  - a) Mrs. Olinda Josepha Fernandes E Silva
  - (b) Mr. Nelson da Silva
  - (c) Mrs. Clotildes Carlota Prescilla Luiza Consolacao da Silva
  - (d) Mr. Romulo Saluzinho da Silva
  - (e) Mr. Venusto Agnelo Augusto da Silva
  - (f) Miniato Agnelo Da Silva

**AND WHEREAS** upon the death of Mrs. Olinda Fernandes e da Silva, Mr. Nelson de Silva, Mr. Romulo Saluzinho da Silva and Mr. Venusto Agnelo Augusto da Silva, the said property was dwelled upon the following heirs of the said deceased person:

1(a) Mrs. Arminda Clara Jaquelina da Cruz e Silva, wife of Mr. Nelson de Silva and their children namely:

1(b) Miss Beverly Cecilia D'Silva.

1(c) Miss Ninoshca D'Silva.

2(a) Mrs. Clotildes Carlota Priscilla Luiza Consolacao Da Silva e Trindade alias Clotildes Carlota Prescilla Luiza Consolacao Trindade and her husband  
2(b) Mr. Jacinto Trindade.

3(a) Mrs. Maria Antonieta Angela da Silva, wife of Romulo De Silva and their son

3(b) Mr. Anthony Joe Luis Savio D'silva

4(a) Mrs. Alzira Verediana Rosalia Souza Viegas e silva, wife of Venusto De Silva and their daughter

4(b) Mrs. Clotildes Francisca Olinda Da Silva.

5. The said Mrs. Olinda Josepha Fernandes e da Silva bequeathed her disposable share by way of a will dated 1/9/1982 drawn at page 143 overleaf of Book of the Notary Ex-officio of Bardez, in favour of:

- i. Alzira Verediana Rosalia Souza Viegas e Silva now deceased and survived by her only daughter Ms Clotildes Francisca Olinda Da Silva e Braganza.
- ii. Miniato Jose Agnelo da Silva, now deceased who bequeathed his share by will made on 22/11/2002 drawn at Book no bearing 231 at pages 36 to 42 dated 22-11-2002 in favor of Mr. Rufus Trindade.

6. The said property is found recorded in the Survey Records in the name of the following: a) Olinda Fernandes e da Silva (b) Nelson Excelso da Silva (c) Romulo Saluzinho da Silva (d) Miniato Agnelo da Silva (e) Alzira da Silva.

**AND WHEREAS** by an Agreement for Development of Property cum sale dated 9.8.1995, the PROMOTER herein along with the other co-owners, namely:

1-a) Mrs. Arminda Clara Jaqueline Da Cruz E Silva,

(1b) Mrs. Beverly Cecilia D'silva e Coelho

(1c) Miss. Ninoshca D'Silva

(2a) Mrs. Clotildes Carlota Priscilla Luiza Concolacao Da Silva E. Trindade, alias Clotildes Carlota Prescilla Luiza Consolacao Trindade

(2b)Mr. Jacinto Trindade,

3 a) Mrs. Maria Antonieta Angela Da Silva

3 b) Mr. Anthony D'silva

4 a) Mr. Alzira Veredina Rosalia Souza Viegas E Silva

4b) Clotildes Francisca Olinda Da Silva e Braganza.

5) Mr. Miniato Jose Agnelo da Silva

agreed that the said property shall be developed by the PROMOTER by constructing a building for residential and commercial purposes and/or of disposing of the said property.

**AND WHEREAS** the Parties to the said agreement dated 9.8.1995 had permitted the PROMOTER to develop the said property for the purpose of construction of buildings for residential and/or commercial use, with the intention of selling the built-up premises and corresponding right to the land to prospective buyers or to a co-operative society to be formed under the Co-operative Societies Act.

**AND WHEREAS** by Sale Deed dated 7/6/2007, registered under no. 3073 at pages 269 to 305 Book No I volume no 2166, duly registered in the office of Sub-Registrar at Mapusa –Bardez, Goa, the co-owners namely (i) Mrs. Arminda Clara Jaqueline Da Cruz E Silva, (ii) Mrs. Beverly Cecilia D’Silva e Coelho, (iii) Mr. Placido Francisco Coelho, (iv) Mrs. Ninoshca D’Silva e D’souza, (v) Mr. Brian D’Souza have conveyed their share to the extent of 1/6th undivided share forming part and parcel of the said property in favor of the PROMOTER .

**ANDWHEREAS**, the co-owners namely Mr. Hector Trinidad and his wife Mrs. Fatima Trinidad have conveyed their share to the extent of 1/4th undivided share forming part and parcel of the said property in favor of the PROMOTER by way of a sale deed dated 7/06/2007 registered under no. 3076 at pages 43 to 85 of Book No. I volume no. 2167, dated 18/06/2007 and duly registered in the office of sub-registrar at Mapusa –Bardez, Goa.

**ANDWHEREAS**, the co-owners namely Mrs. Clothildes Carlota Priscilla Luiza Consolacao Trinidad alias Clothildes Carlota Priscilla Luiza Consolacao Da Silva e Trinidad , Mrs. Jean Rebello, Mr. Leo Rebello, Mr. Lawry Trinidad, Mr. Hector Trinidad, Mr. Fatima Trinidad, Mrs. Jessie D’souza, Mr. Joaquim D’Souza, Mr. Lester Trinidad, Mrs. Gracy Trinidad, Mrs. Natalie Trinidad, Mr. Verinder Trinidad, Mr. Keith Arthur Trinidad and Miss Kristian Trinidad conveyed their share to the extent of 1/6th undivided share forming part and parcel of the said property in favor of PROMOTER by way of sale deed dated 7/6/2007 and registered under no 129 at pages 163 to 200 Book No I volume No. 2412, dated 09/01/2007, duly registered in the office of sub-registrar at Mapusa – Bardez.

**AND WHEREAS**, by way of compromise Decree dated 28/9/2016 passed in Regular civil suit 144/2007/C in the court of civil judge senior division at Mapusa, co-owners to the said property namely Mrs. Clothildes Francisca Da Silva e Braganza and her husband Mr. Jose Anthony Braganza have conveyed their share admeasuring to 356.25 square meters of undivided share in the said property free from any encumbrances and released and discharged of all encumbrances in favor of the PROMOTER by retaining to themselves 500 square meters of undivided share in the said property out of the 856.25 square meters share of the said co-owners in the said

property thereby the PROMOTER are now owners in possession in title to an area admeasuring 2925 square meters in the SAID PROPERTY more particularly described in **SCHEDULE-II**.

**AND WHEREAS** by Deed of Sale dated 22/04/2019, registered before the Sub-Registrar of Bardez Taluka under No. BRZ-1-1379-2019 of Book-1, at serial No. 2019-BRZ-1402, dated 17/05/2019. The PROMOTER purchased from Mrs. Maria Antonieta Angela Da Silva alias Mrs. Maria Antonieta Angela D'Silva, Mr. Anthony Joe Luis Savio Da Silva alias Anthony Joe Luis Savio D' Silva and Mrs. Rinu Louis Silveira E Da Silva, 1/6th undivided share forming part and parcel of the said property.

**AND WHEREAS** That the title of the original Owners of the property described in Schedule I is cited in the said Deed of Sale dated 07/06/2007, 07/06/2007, 07/06/2007, 22/04/2019, executed between the PROMOTER and the Co-Owners and in the compromise decree dated 28.9.2016 passed by the Civil Judge Senior Division in regular Civil Suit no. 144/2007/C, Mapusa Goa. The PROMOTER has acquired right, title and pursuant to which the PROMOTER has taken possession of the property admeasuring an area of 2925 sq.mtrs bearing survey No. 230/1-A and more particularly described in Schedule- II herein under written and hereinafter be referred to as the "said property.

**AND WHEREAS**, "PROMOTER" has carried out the process of mutation and got his name recorded in occupants column of survey No. 230/15 of village Calangute of Bardez Taluka.

**ANDWHEREAS** vide partition order dated 26th June 2020, the Said Property admeasuring 2925 sq. mtrs. was partitioned and a distinct and separate survey no.230/15-A was allotted.

**AND WHEREAS** by virtue of above mentioned documents the PROMOTER become the absolute owner in possession, enjoyment and ownership of the said property bearing new survey No. 230/15-A of Village Calangute, Taluka Bardez.

**AND WHEREAS**, the "PROMOTER" converted the said property bearing survey No. 230/15-A of village Calangute of Bardez Taluka for non agricultural use and obtained a Sanad from the office of the Additional Collector of North Goa, Mapusa Goa under no. : 4/188/CNV/AC-III/2019/618, dated 24/05/2021.

**AND WHEREAS**, the "PROMOTER" after complying all the formalities required under the law in force in Goa, have obtained the following permissions:-

- a) NOC from Electricity Department -----Goa under No.  
-----;
- b) NOC from Primary Health Centre Candolim Goa vide letter  
DHS/2023/DHS0901/00013/904, dated 15/06/2023

- c) NOC from Assistant Engineer Sub-Div. I. (WS), -----  
-----;
- d) Construction License from The Village Panchayat of Calangute under No. VP/CAL/F-13/L-14/2023-2024/2119, dated 11/08/2023.

**AND WHEREAS** the “PROMOTER” is entitled and authorised to construct buildings on the Said Property/ Project Land in accordance with the recitals hereinabove.

**AND WHEREAS** the “PROMOTER” is in possession of the Said Property/ Project Land;

**AND WHEREAS** the “PROMOTER” have started the construction work in the Said Property/Project Land in accordance with the approved plans and the proposed building is named as “**SALDANHA BAGA**” consisting of two buildings having stilt and four upper floors and shall be hereinafter referred to as “**THE PROJECT**” for all purposes;

**AND WHEREAS** the Allottee has agreed to purchase an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said “Apartment”) in the \_\_\_\_\_ wing of the Building called \_\_\_\_\_ (herein after referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter.

**AND WHEREAS** the “PROMOTER” has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the “PROMOTER” has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Goa under No. \_\_\_\_\_ authenticated copy is attached in Annexure;

**AND WHEREAS** the “PROMOTER” has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the “PROMOTER” accepts the professional supervision of the Architect and the structural Engineer till the completion of the Said Building/Project;

**AND WHEREAS** by virtue of the above Deed of Sale dated 07/06/2007, 07/06/2007, 07/06/2007, 22/04/2019 and Compromise decree dated 28.9.2016 the “PROMOTER” has got sole and exclusive right to sell the Flats in the Said Building/Project to be constructed by the “PROMOTER” on the Said Property

and to enter into Agreement/s with the “ALLOTTEE/S” of the Flats to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the “ALLOTTEE”, the “PROMOTER” has given inspection and copies to the “ALLOTTEE” of all the documents of title relating to the Said Property/Project Land and the plans, designs and specifications prepared by the “PROMOTER's” Architects M/s Ulysis and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the ALLOTTEE has acknowledged the receipt of the same;

**AND WHEREAS** the authenticated copies of Certificates of Title issued by the legal Practitioner of the “PROMOTERS”, or any other relevant revenue record showing the nature of the Title of the “PROMOTERS” to the Said Property on which the Said Flats are constructed or are to be constructed have been annexed hereto;

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the “PROMOTERS” 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 Said Flats agreed to be purchased by the “ALLOTTEE”, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto.

**AND WHEREAS** the “PROMOTERS” have got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Building/Project wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building.

**AND WHEREAS** while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the “PROMOTERS” while developing the Said Property and the Said Building/Project 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 competent authority.

**AND WHEREAS** the “PROMOTERS” have accordingly commenced construction of the Said Building/ Project in accordance with the said approved plans.

**AND WHEREAS** the “ALLOTTEE” as approached the “PROMOTER” for purchase of a Flat bearing Flat No. \_\_\_\_ on floor situated on the Said Building/Project.

**AND WHEREAS** the carpet area as defined under clause (K) of section 2 of the said Act, of the Said Flat is \_\_\_\_\_ sq. mts.

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

**AND WHEREAS**, prior to the execution of these presents, the “ALLOTTEE/S” has paid to the “PROMOTERS” a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the “PROMOTER” both hereby admit and acknowledge) and the “ALLOTTEE” has agreed to pay to the “PROMOTERS” the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the “PROMOTERS” have registered the Project under the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.....

**AND WHEREAS** under section 13 of the said Act, the “PROMOTER” is required to execute a written Agreement for sale of said Flat with the “ALLOTTEE/S”, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the “PROMOTER/S” hereby agrees to sell and the “ALLOTTEE/S” hereby agrees to purchase the Said Flats and the stilt parking;

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The “PROMOTERS” shall construct the Said Building/ Project consisting of flats on the Said Property/Project Land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the “PROMOTER” shall have to obtain prior consent in writing of the “ALLOTTEE” in respect of variations or modifications which may adversely affect the Said Flats of the “ALLOTTEE/S” except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The “ALLOTTEE” hereby agrees to purchase from the “PROMOTERS” and the “PROMOTERS” hereby agrees to sell to the “ALLOTTEE” Flats No ..... having carpet area admeasuring .....sq.mts. The Said Flat shall also have an exclusive carpet area of balcony of sq.mts. with an exclusive terrace area.....sq.mts., total saleable area of ..... sq. mts., if any, on .....floor in the Said Building/ Project “**SALDANHA BAGA**”

(hereinafter referred to as “the Said Flat”) as shown in the Floor plan thereof hereto annexed for the consideration of Rs...../- (Rupees \_\_\_\_ ) which includes the proportionate incidence of 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 III annexed herewith.

(ii). The “ALLOTTEE/S” hereby agrees to purchase from the “PROMOTERS” and the “PROMOTERS” hereby agrees to sell to the “ALLOTTEE” stilt parking bearing Nos. .... situated at .....basement and /or stilt being constructed in the layout for the consideration of Rs ..... /-

1.b The total aggregate consideration amount for the Said Flats including covered car parking spaces is thus Rs. \_\_\_\_/-

1.c. The “ALLOTTEE” has paid on or before execution of this agreement a sum of Rs.....(Rupees .....only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the “PROMOTERS” the balance amount of Rs \_\_\_\_ /- (Rupees .....only) in the following manner:

- i Amount of Rs..../- ( only) ( not exceeding 30% of the total consideration )to be paid to the “PROMOTERS” after the execution of Agreement.
- ii Amount of Rs..../- ( ) not exceeding 45% of the total consideration) to be paid to the “PROMOTERS” oncompletion of the Plinth of the Said building in which the Said Flats/Shops is located or on whichever is earlier.
- iii Amount of Rs...../- ( ) (not exceeding 70% of the total consideration) to be paid to the “PROMOTERS” on completion of the slabs and stilts of the Said

Building/ Project in which the Said Flats/Shops is located or on  
.....whichever is earlier.

- iv Amount of Rs...../- ( ...) (not exceeding 75% of the total consideration) to be paid to the “PROMOTERS” on completion of the walls, internal plaster, floorings, doors and windows of the Said Flats/Shops.
- V Amount of Rs...../- ( ) (not exceeding 80% of the total consideration) to be paid to the “PROMOTERS” on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the Said Flats/Shops.
- Vi Amount of Rs...../- ( ) (not exceeding 85% of the total consideration) to be paid to the “PROMOTERS” on completion of the external plumbing and external plaster, elevation, terraced with waterproofing, of the building or wing in which the Said Flats/Shops is located.
- Vii Amount of Rs...../- ( ) (not exceeding 95% of the total consideration) to be paid to the “PROMOTERS” on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the Said Building/ Project in which the Said Flats/Shops is located.
- Viii Balance Amount of Rs...../- ( ) against and at the time of handing over of the possession of the Said Flats/Shops to the “ALLOTTEE” on or after receipt of completion certificate.

OR

As per the mode of payment as mutually agreed between the parties specified in SCHEDULE NO. III on or before the dates provided therein.

- 1. (d) The Total Price above excludes Taxes (consisting of tax paid or payable by the “PROMOTERS” 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 by the “PROMOTERS”) up to the date of handing over the possession of the said Flat.
- 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/takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The “PROMOTERS” undertakes and agrees that while raising a demand on the “ALLOTTEE” for increase in development charges, cost, or levies imposed by the competent authorities etc., the “PROMOTERS” shall enclose the said notification/ order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being

issued to the “ALLOTTEE/S”, which shall only be applicable on subsequent payments.

1. (f) The “PROMOTERS” may allow, in its sole discretion, a rebate for early payments of equal installments payable by the “ALLOTTEE” on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision / withdrawal, once granted to an “ALLOTTEE” by the “PROMOTERS”.
1. (g) The promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of 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 the variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess paid by the 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 Agent, Rates of interest and disclosures on websites) Rules 2017 (hereinafter referred to as the said rules), from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustment shall be made at same rate as per square meter as agreed in clause 1(a) of this agreement.
- 1.(h) The “ALLOTTEE” authorizes the “PROMOTERS” 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 “PROMOTERS” may in its sole discretion deem fit and the “ALLOTTEE” undertakes not be object/demand/direct the “PROMOTERS” to adjust his payments in any manner.

**Note:** Each of the installments mentioned in the sub clauses of clause-C shall be further subdivided into multiple installments linked to number of basements/floors in case of multi-storied building.

- 2.1 The “PROMOTERS” 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 Said

Flats to the “ALLOTTEE”, obtain from the concerned competent authority occupancy and /or completion certificates in respect of the Said Flats.

- 2.2 Time is essence for the “PROMOTERS” as well as the “ALLOTTEE”. The “PROMOTERS” shall abide by the time schedule for completing the project and handing over the Said Flats/Shops to the “ALLOTTEE” and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the “ALLOTTEE” have paid all the consideration and other sums due and payable to the “PROMOTERS” as per the agreement. Similarly, the “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 “PROMOTERS”, as provided in clause –C herein above (“Payment Plan”).
  
3. The “PROMOTERS” hereby declares that the Floor Area Ratio available as on date in respect of the Said Property/ Project land is ...sq. mts. only and The Promoter has planned to utilize Floor area ration of \_\_\_\_ by availing TDR OR FAR available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control regulation or based on exception of increased FSI which may be available in future on modification to Development control Regulations which are applicable to the said project. The promoter has disclosed the Floor Space Index of \_\_\_\_ as proposed to be utilized by him an the project land in the said project and Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on understanding that the declared proposed FSI shall belong to promoter only.
  
- 4.1 If the “PROMOTERS” fails to abide by the time schedule for completing the project and handing over the Said Flats to the “ALLOTTEE”, the “PROMOTERS” agrees to pay to the “ALLOTTEE”, who does not intend to withdraw from the Said Project, interest as specified in the Rule, on all the amounts paid by the “ALLOTTEE”, for every month of delay, till the handing over of the possession. The “ALLOTTEE” agrees to pay to the “PROMOTERS”, interest as specified in the said Rules, on all the delayed payment which become due and payable by the “ALLOTTEE” to the “PROMOTERS” under the terms of this Agreement from the date the said amount is payable by the “ALLOTTEE(s)” to the “PROMOTERS”.
  
- 4.2 Without prejudice to the right of “PROMOTERS” to charge interest in terms of sub clause 4.1 above, on the “ALLOTTEE” committing default in payment on due date of any amount due and payable by the “ALLOTTEE” to the

“PROMOTERS” under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the “ALLOTTEE” committing three defaults of payment of installments, the “PROMOTERS” shall at his own option, may terminate this Agreement, provided that, “PROMOTERS ” shall give notice of fifteen days in writing to the “ALLOTTEE”, by Registered Post AD at the address provided by the “ALLOTTEE” and mail at the e-mail address provided by the “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 “ALLOTTEE” fails to rectify the breach or breaches mentioned by the “PROMOTERS” within the period of notice then at the end of such notice period, “PROMOTERS” shall be entitled to terminate this Agreement.

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

5. The fixtures 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 Promoter in the said building and the Flat and amenities to be provided by the PROMOTERS in the said building and the flat as are set out in the annexure annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before 19<sup>th</sup> September 2028 . if the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount already received by him in respect of the flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time 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 Procedure for taking possession: The PROMOTERS upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat to the Allottee in terms of this agreement to be taken within one month from the date of issue of such notice and PROMOTERS shall give the possession of the flat to the Allottee. Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf offer the possession of the Allottee in writing within 7 days of the receiving the occupancy certificate to the project.
- 7.2. The Allottee shall take the possession of the flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat are ready for use and occupancy.
- 7.3 Failure of “ALLOTTEE” to take Possession of Said Flats upon receiving a written intimation from the “PROMOTERS” as per clause 7.1, the “ALLOTTEE” shall take possession of the Said Flats/Shops from the “PROMOTERS” by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the “PROMOTERS” shall give possession of the Said Flats/Shops to the “ALLOTTEE”. In case the “ALLOTTEE” fails to take possession within the time provided in clause 7.2, such “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 of and 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 Said Flats to the “ALLOTTEE”, the “ALLOTTEE” brings to the notice of the “PROMOTERS” any structural defect in the Said Flats or the Said Building in which the Said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the “PROMOTERS” at his own cost and in case it is not possible to rectify such defects, then the “ALLOTTEE” shall be entitled to receive from the “PROMOTERS”, compensation for such defect in the manner as provided under the Act. In case the “ALLOTTEE” carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Said Flats, then in such an event the

“PROMOTERS” shall not be liable to rectify or pay compensation. But the “PROMOTERS” 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 “ALLOTTEE” shall use the Said Flats or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The “ALLOTTEE” along with other allottee(s) of Flats in the Said building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the “PROMOTERS” may decide “Saldanha Baga” and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the “PROMOTERS” within seven days of the same being forwarded by the “PROMOTERS” to the “ALLOTTEE”, so as to enable the “PROMOTERS” to register the common organization of “ALLOTTEE”. No objection shall be taken by the “ALLOTTEE” if any, changes or modifications are made in the draft byelaws, 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 “PROMOTERS” to the “ALLOTTEE” that the Said Flat is ready for use and occupancy, the “ALLOTTEE” shall be liable to bear and pay the proportionate share (i.e. In proportion to the carpet area of the Said Flat) of outgoings in respect of the Said Property/Project Land and Said 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 Said Property/Project Land and Said Building. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the “ALLOTTEE” shall pay to the “PROMOTERS” such proportionate share of outgoings as may be determined. The “ALLOTTEE” further agrees that till the “ALLOTTEE’s” share is so determined the “ALLOTTEE” shall pay to the “PROMOTERS” provisional monthly/yearly contribution of Rs. .... per month/annum towards the outgoings. The “ALLOTTEE” undertakes to pay such provisional monthly contribution and

such proportionate share of outgoings regularly on the 5<sup>th</sup> 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 “ALLOTTEE” shall be regarded as the default on the part of the “ALLOTTEE” and shall entitle the “PROMOTERS” to charge interest on the dues, in accordance with terms and conditions contained therein.

10. The “ALLOTTEE” shall on or before delivery of possession of the Said Flat keep deposited with the “PROMOTERS”, the following amounts:

(i) Rs. 510/- (Rupees Five Hundred and Ten Rupees only) for share money, application entrance fee of the Society or Limited Company/ /Federation/Apex body.

(ii) Rs. 7080/- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs.45900/- (Forty Five Thousand Nine Hundred only) for Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs..... For deposit of electrical receiving, transformer and Sub-Station provided Layout.

(vii) Legal Charges: Rs. 18,950/- (Rupees Fourteen Thousand Seven Hundred Fifty Only) payable for the drafting, preparation and registration of this agreement.

(viii) Rs 350/- per square meter ( Rupees Three Hundred and Fifty only) as infrastructure tax

(ix) Rs.....as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(x) Rs ..... as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs...../- for meeting all legal costs, charges, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and preparing its, rules, regulations and bye-laws.

12. At the time of registration of conveyance deed of the structure of the building or wing of the building, the Allottee shall pay to the promoter, the 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 Allottee shall pay to the Promoter, the Allottees share of Stmp duty and Registration charges payable, by the said apex Body or Federation on such conveyance or lease or any documents or instrument of transfer in respect of the structure of the said land too be executed in favour of the Apex body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

The “PROMOTERS” hereby represents and warrants to the “ALLOTTEE” as follows:

- i. The “PROMOTERS” has clear and marketable title with respect to the Said Property/Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Property/Project Land and also has actual, physical and legal possession of the Said Property/Project Land for the implementation of the Project;
- ii. The “PROMOTERS” has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Said Property/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 Said Property/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, Said Property/Project Land and Said Building 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 Building/Project, Said Property/Project Land and said building shall be obtained by following due process of law and the “PROMOTERS” has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Building/Project, Said Property/Project Land and common areas;
- vi. The “PROMOTERS” has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the “ALLOTTEE” created herein, may prejudicially be affected;

- vii. The “PROMOTERS” 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 Property/Project Land, including the Project and the Said Flat/s which will, in any manner, affect the rights of “ALLOTTEE” under this Agreement;
  - viii. The “PROMOTERS” confirms that the “PROMOTERS” is not restricted in any manner whatsoever from selling the Said Flat to the “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 allottees the “PROMOTERS” shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the allottees;
  - x. The “PROMOTERS” have 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 Building/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 “PROMOTERS” in respect of the Said Property/Project Land and/or the Project except those disclosed in the title report.
14. The ALLOTTEE/S themselves and/or through their authorized representatives and/or agents shall with the intention of bringing all persons into whatsoever hands the flat may come, hereby covenant with the PROMOTERS as follows:
- i) To maintain the said Flat at ALLOTTEES’s own cost in good and tenable repair and condition from the date the possession of the flat is taken and shall not do or suffer to be done anything in or to the said building in which the said flat is situated which may against the rules, regulation or byelaws or change/alter or make addition in or to the said building in which said flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.
  - ii) Not to store in the Said Flat 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 Flat 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 Said Building in which the Said

Flat is situated, including entrances of the Said Building in which the Said Flat is situated and in case any damage is caused to the Said Building in which the Said Flat is situated or the Said Flat on account of negligence or default of the “ALLOTTEE” in this behalf, the “ALLOTTEE” shall be liable for the consequences of the breach.

- iii) To carry out at his own cost all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the “PROMOTERS” to the “ALLOTTEE” and shall not do or suffer to be done anything in or to the Said Building in which the Said Flat/Shop is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the “ALLOTTEE” committing any act in contravention of the above provision, the “ALLOTTEE” shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Said Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat 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 Flat 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 Flat without the prior written permission of the “PROMOTERS” and /or the Society or the Limited Company.
- v) Not to do or permit to be done, act or things which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increases in 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 flat in the compound or any portion of the said project in which the flat is/are situated.
- vii) Pay to the “PROMOTERS” within fifteen days of demand by the “PROMOTERS”, his 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 Said Building in which the Said Flat/Shop is situated.

- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat/Shop by the “ALLOTTEE” for any purposes other than for purpose for which it is sold.
  - (ix) The “ALLOTTEE” shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat/Shop until all the dues payable by the “ALLOTTEE” to the “PROMOTERS” under this Agreement are fully paid up.
  - (x) The “ALLOTTEE” shall observe and perform all the rules and regulations which the Society or Association or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Flats/Shops 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 “ALLOTTEE” shall also observe and perform all the stipulations and conditions laid down by the Society/ Association /Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat 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. (i) The “PROMOTERS” shall maintain a separate account in respect of sums received by the “PROMOTERS” from the “ALLOTTEE” as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative 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 Flats or of the said Plot and Building or any part thereof. The “ALLOTTEE” shall have no claim save and except in respect of the Said Flat/Shop 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 “PROMOTERS” until sold/allotted.
17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**
- After the “PROMOTERS” executes this Agreement, he shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time

being in force, such mortgage or charge shall not affect the right and interest of the “ALLOTTEE” who has taken or agreed to take such Said Flat.

**18. BINDING EFFECT**

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

**19. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, 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 Flat, 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 ALLOTTEE/  
SUBSEQUENT ALLOTTEES**

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

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

Wherever in this Agreement it is stipulated that the “ALLOTTEE” has to make any payment, in common with other allottee(s) in the Said Building/Project, the same shall be in proportion to the carpet area of the Said Flat to the total carpet area of all the Said Flats in the Said Building/Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective 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 “PROMOTERS” through its authorized signatory at the “PROMOTERS” Office, or at some other place, which may be mutually agreed between the “PROMOTERS” and the “ALLOTTEE”, after the Agreement is duly executed by the “ALLOTTEE” and the “PROMOTERS” 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 “ALLOTTEE” and/or “PROMOTERS” shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the “PROMOTERS” will attend such office and admit execution thereof.

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

Name of Allottee  
(Allottee’s Address)  
Notified Email ID: .....  
Name of PROMOTERS: \_\_\_\_\_  
Promoter Address: \_\_\_\_\_  
Notified Email ID: \_\_\_\_\_

It shall be the duty of the “ALLOTTEE” and the “PROMOTERS” 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 “PROMOTERS” or the “ALLOTTEE”, as the case may be.

27. **JOINT ALLOTTEES**

That in case there are Joint “ALLOTTEE” all communications shall be sent by the “PROMOTERS” to the “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 “ALLOTTEES”.

33. Stamp duty and registration: the charges towards stamp duty and Registration of this agreement shall be borne by the allottee.

34. **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, thereunder.

35. **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.

### S C H E D U L E - I

All that immovable property known as “GHORBATTA” situated in the of the village Calangute of Bardez Taluka wholly described in the land registration office of Bardez under no. 33395 and 33396 of Book B-85 (new) and enrolled in the Land Revenue office under No. 830 of First Circumstances , survey under Old Cadastral No. 1410 and 1402 .The said property is presently surveyed under survey no 230 sub division 15 of the village of Calangute with an area admeasuring 3425 sq.mtrs and bounded as follows:

On the East: - By Annette Beach Resort belonging to M/s Saldanha PROMOTERS Pvt. Ltd.

On the West: - By Public road.

On the North: - By properties bearing Survey Nos. 230/3, 4, 5, 6, 7, 8,10 and 11

On the South: - By Annette Beach resort belonging to M/S Saldanha PROMOTERS Pvt. Ltd.

### SCHEDULE – II

All that part and parcel of the immovable property known as “\_GHORBATTA” situated in the village of Calangute of Bardez Taluka wholly described in the land registration office of Bardez under no 33395 and 33396 of Book B-85 (new) and enrolled in the Land revenue office under No. 830 of First Circumscription, surveyed under Old Cadastral No. 1410 and 1402, surveyed under Survey No. 230/15-A of Village Calangute, admeasuring an area of 2925 square meter and bounded as follows:

On the East: - By Annette Beach Resort belonging to M/s SALDANHA’ PROMOTERS Pvt. Ltd.

On the West: - By Public road and partly by Survey No. 230/15.

On the North: - By properties bearing Survey Nos. 230/3, 4, 5, 6, 7, 8, 10, 11 &12 and partly by Survey No. 230/15.

On the South: - By Annette Beach resort belonging to M/S Saldanha PROMOTERS Pvt. Ltd.

### SCHEDULE –III

The Flat namely Flat No.\_\_\_\_ Block \_\_\_\_\_, saleable super built up area as defined below admeasuring approx. \_\_\_\_\_ square meter (which includes incidence of staircase/passages/balconies/wall thickness etc) on\_\_\_\_\_ floor with corresponding carpet area of approx. \_\_\_\_\_sq. meters (as per RERA area within external walls and inclusive of internal walls and exclusive of balconies and staircase) of the project “SALDANHA BAGA” constructed on the said property. The flat and its measurements are shown in red colour in the plan hereto annexed. The present market value of said the flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only) and accordingly the appropriate stamp duty is embossed.

The term Saleable area of Flat is commonly known as super built up which includes the super built-up area of the Flat as well as the area of its balconies, bay window projections and projections of other windows having tiles and railings; the areas of its lofts and attics (If any); the proportionate share of the cross-sectional area of the staircase block, a proportionate share of the access to the overhead water-tank, a proportionate share of the areas of the structures of the gymnasium, security guard cabin, filtration room, utility room and society office.

SCHEDULE- IV

SCHEDULE OF PAYMENT OF THE SAID CONSIDERATION BY THE “ALLOTTEE” TO THE “PROMOTERS”

| Payment No. | Time of Payment (whichever is earlier)                                                                                           | %    | Amount of Payment |
|-------------|----------------------------------------------------------------------------------------------------------------------------------|------|-------------------|
| 1.          | On Booking of the Flat (Earnest money) or allotment of Flat                                                                      | 10%  | Rs._____          |
| 2.          | Upon signing of agreement                                                                                                        | 20%  | Rs._____          |
| 3.          | Upon Completion of Plinth                                                                                                        | 15%  | Rs._____          |
| 4.          | On completion of slabs including podiums and stilt of the building                                                               | 25%  | Rs._____          |
| 5.          | On completion of the walls, internal plaster, floorings, doors and windows                                                       | 5%   | Rs._____          |
| 6.          | On completion of sanitary fitting, staircase, lift, wells lobbies                                                                | 5%   | Rs._____          |
| 7.          | On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building              | 5%   | Rs._____          |
| 8.          | On completion of lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements , entrance lobby/s. | 10%  | Rs._____          |
| 9.          | Upon possession                                                                                                                  | 5%   | Rs_____           |
| TOTAL       |                                                                                                                                  | 100% | Rs._____          |

## SCHEDULE- V

### SPECIFICATIONS FOR FLATS:

1. **THE STRUCTURE**

Building will be RCC frame structure of columns, beams and slabs. The internal partitions walls will be of 4 1/2" brick masonry and external wall will be of 9" laterite/brick masonry. Internal walls will be plastered with cement mortar with neeru finish and then painted in oil bound distemper and external walls will be plastered with cement mortar in two coats with sand face finish thereafter painting the same with cement paint.

2. **FLOORING**

Flooring will be of vitrified tiles 24" x 24" for living /Bedrooms and ceramic tiles 16" X 16" with matching skirting for kitchen. The Toilet and Bathing rooms will be provided with ceramic tiles up to a height of 7 feet. The flooring of the toilet/ bathing room will be tiled with ceramic tiles or equivalent.

3. **DOORS & WINDOWS**

All internal and external doors will be 30 mm thick teak wood paneled door with marine ply panel along with painting the doors on both sides with Synthetic Oil Enamel paint or molded paneled doors of good quality. Main door shutter will be teak wood with brass fixtures. Window will be Sal/Matti wood frames with Sal wood shutters/Aluminum sliding shutters and glazed with 3 mm glass and painted on both sides with Synthetic Oil Enamel paint and/or aluminum powder coated sliding windows. Doors of the Toilet and Bathroom will be 30 mm thick Teak wood frame with 9 mm Marine ply for panel and the same painted on both sides with Synthetic Oil Enamel paint. All hardware will be of aluminum and anodized.

4. **PLUMBING**

Plumbing will be concealed in CPVC pipes and fittings or equivalent. All sanitary ware will be of CERA/HINDWARE or similar make with pastel colour matching with tiles and English WC.

5. **ELECTRIC INSTALLATION**

Electrical point will be concealed with copper wiring and adequate point will be provided for each room as follows:

Liv/Din- 2 light points, 1 fan point, 2 Nos. 5amp points, 1 bell point, 1tv/tel socket.

Bedroom - 1 fan point, 2 light points, 2 Nos. 5 amp points, 1 tel point and 1 No.15 amp point.

Kitchen- 2 light points, 1 fan point, 3 Nos. 5amp, 2 Nos. 15 amp.

Toi/Bath- 1 light point, 1 Nos. 15 amp for geyser.

Balcony- 1 light point.

All switches will be Anchor Dyna make or of similar brand.

6. **KITCHEN**

Kitchen platform will have granite top with stainless steel sink and ceramic tiles of 2 feet height above the platform and rested on wooden cabinets in cement board and laminated shutters. OR rested on cuddappah supports with granite strips for front face of the platform without wooden cabinets.

7. **EXTRA WORK**

Extra work to be executed on written request of Premises owner will be as per the prevailing market price.

8. **GENERAL:**

- i. If the “ALLOTTEE” wants any other extra amenities other than the one specified hereinabove like superior flooring, or any other fixtures, the extra cost would be borne by the “ALLOTTEE”.
- ii. Each “ALLOTTEE” shall obtain the electric connection for his premises from Elect. Dept., the “PROMOTERS” shall only provide the “ALLOTTEE” with required electric test report to the effect that the works are executed as per Government regulations, which is sufficient for obtaining electrical connection.

**SCHEDULE- VI**

**SPECIFICATIONS FOR STILT PARKING:**

1. The flooring will be of red oxide finish cement flooring OR China Mosaic or chequered tiles.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day and year first herein above mentioned.

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTERS** M/s. Saldanha Developers Pvt. Ltd. (Represented by its Managing Director Mr. Benedict Saldanha

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S: -**

2. \_\_\_\_\_

Finger Print of left hand

Finger Print of right hand

In the presence of: -

**Witness no 1:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

**Witness no 2:** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_