

AGREEMENT FOR CONSTRUCTION AND SALE

This Agreement for Sale is executed at Mapusa, Goa, on this ___th day of _____ month of 20__.

BETWEEN

MR GAURISH PEREIRA, son of Shri. Armando Pereira, aged 43 years, businessman, unmarried, holding **PAN CARD NO:** _____, Mobile No. _____, **Aadhaar No.** _____, resident of Pereira Building St-Inez, Panaji-Goa hereinafter referred to as the **OWNER/VENDOR** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include his heirs, successors, administrators and assigns) of the **ONE PART**;

AND

M/s SHARAYU GLOBAL, a partnership firm, holding **PAN CARD NO:** _____, Registered at Registrar of Firms Ilhas by Ms Pramila Parate, having Registration No _____, having office at 512, Gera's Imperium II, Patto Plaza, Panaji – Goa, represented by its partners,

- 1. Mr Gaurish Pereira** aged 43 years, businessman, unmarried, son of Shri. Armando Pereira, holding **PAN CARD NO:** _____, Mobile No. _____, Aadhaar No. _____, **and**
- 2. Ms Ashwini Pereira** aged 42 years, Architect, in business, unmarried daughter of Mr. Armando Pereira, holding **PAN CARD NO:** _____, Mobile No. _____, Aadhaar No. _____, both residing at flat no 5 & 6, Pereira Building St-Inez, Panaji-Goa; hereinafter referred to as the **PROMOTER** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include its successors, administrators and assigns) of the **SECOND PART**,

AND

_____, son of _____, age ___
years, Indian National, married, Service, Mobile No _____,
holding **PAN CARD NO.** _____, **Aadhaar No**
_____, **residing** at
_____.

Hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, is deemed to include their heirs, executors, administrators and permitted assigns) of the PARTY OF THE THIRD PART.

ALL INDIAN NATIONALS

AND WHEREAS, there exists all that part and parcel of land bearing Survey No 93/2-D Village Marna, Bardez admeasuring 2000 m2 being a plot admeasuring 1808.55 m2 along with a 6 meters wide strip admeasuring 191.45 m2 making a total area of 2000 m2 along with perpetual right of use of the 8 meters wide access abutting the Village Road and running through the property bearing Sy. No. 93/2 of Village Marna, Bardez up to the SAID PLOT. The said property is situated at Marna; within the limits of Village Panchayat Marna Siolim; Taluka and Registration Sub- District of Bardez, District North Goa in the State of Goa which property is described in the Office of Land Registrar Ilhas under No. 37226 at folio 141 of book B- 95 and is enrolled in the Taluka Revenue Office under Matriz no. 418.

AND WHEREAS, the VENDOR herein is the lawful owner in possession of the properties described in detail in the Schedule I hereunder having purchased the same vide Deed of Sale dated 06/01/2009 which deed is duly registered before the Office of the Sub Registrar, Bardez Goa.

AND WHEREAS the VENDOR has got approved a residential project comprising of 35 single bedroom units along with swimming pool in the said property.

AND WHEREAS, vide order dated 12/05/2008, the Office of the Collector, North Goa, Panaji Goa has granted conversion sanad vide Case No RB/CNV/BAR/148/2007.

AND WHEREAS, vide order dated 24/11/2020 bearing Ref No. TPB/6327/MARNA/TCP-2020/4363 the Office of the Deputy Town Planner, Town & Country Planning Department has granted Technical Clearance for carrying out the construction of a Residential Building, Swimming pool and Compound wall.

AND WHEREAS, vide order dated 26/11/2020 the Directorate of Health Services, Primary Health Centre, Siolim Bardez Goa has granted NOC under Ref. No. PHCs/NOC-Const/20-21/1657.

AND WHEREAS, the Village Panchayat of Siolim has granted construction license vide order dated 23/12/2020 under Ref. No. VP/S.M./2020-21/BAR/30/2320 for the proposed construction.

AND WHEREAS, the Promoter has appointed 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 provision of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under Act with the Real Estate Regulatory Authority at Panaji under No _____.

AND WHEREAS, the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings and the

Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building / buildings.

AND WHEREAS, on 15/11/2020 the Vendor has entered into a Memorandum of Understanding with the Promoter for the sale of the SAID PROPERTY. That in terms of the Memorandum of Understanding, the Promoter has been granted irrevocable right to construct, develop, sell the units and receive the sale consideration in its own name with respect to the apartments proposed to be constructed in the project identified as "SHARAYU SUNNY DAYS" without any interference from the Vendor herein and in the manner in which they may deem fit.

AND WHEREAS, the Promoter is accordingly carrying out the construction of a residential development to be identified as "**SHARAYU SUNNY DAYS**" in the SAID PROPERTY;

AND WHEREAS, the Allottee has approached the Promoter agreeing to purchase a **1 BHK** bedroom Unit bearing No. ___ on the _____ **Floor** having **carpet area of _____ m² and exclusive enclosed balcony of carpet area ___ m²** and a total super built up area of ___ m² in the project known as **SHARAYU SUNNY DAYS** as described in detail in the Schedule No. III hereinafter written and shall hereinafter be referred to as SAID UNIT;

AND WHEREAS the Promoter hereby represents and warrants to the Allottee that the title of the Project land is clear and marketable and that the Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project along with the right to enter into this Agreement.

AND WHEREAS, the Promoter has given inspection to the Allottee of all the documents of title relating to the said property, the plans, designs, specifications and if such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein

after referred to as "the said Act" and the Rules and Regulations made there under and the allottee has acknowledged the receipt of the same) etc. the Allottee has perused the aforesaid documents and is satisfied with the same;

AND WHEREAS, the Promoter has agreed to sell the SAID UNIT to the Allottee for a total consideration of **Rs. _____ /- (Rupees _____ only)** for the construction of the SAID UNIT and for the purchase of corresponding undivided proportionate share in the land, subject to the further terms and conditions hereafter specified;

AND WHEREAS, the Allottee has agreed to make payment of the above-said sum of **Rs. _____ /- (Rupees _____ only)** in the manner stipulated in Schedule No III thereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter;

AND WHERAS, the copies of the plan of the unit as approved by the concerned Competent Authority have been annexed;

AND WHEREAS, while sanctioning the said plans Concerned Competent Authority and / or Government has laid down certain terms, conditions, specifications and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observation and performance of which only the Completion or Occupancy Certificate in respect of the said building / buildings shall be granted by the Competent Authority.

AND WHEREAS, the Promoter has accordingly commenced construction of the said building / buildings in accordance with the approval plan;

AND WHEREAS, the Carpet area as defined under clause (K) of section 2 of the said Act, of the Unit is _____ m²;

AND WHEREAS, the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the term, 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, under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said unit with the Allottee and also to register said Agreement under the Registrar Act 1908 (Central Act 16 of 1908);

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. PREMISES

The Promoter shall, under normal conditions, construct in the said Complex identified as **SHARAYU SUNNY DAYS** comprising of the SAID UNIT No._____ having a **carpet area of ___ m² and exclusive enclosed balcony of carpet area ___ m² and super built-up area (area calculated for Infrastructure tax) of _____ m²** on the _____ Floor (herein referred to as the SAID UNIT in accordance with the specifications contained in Schedule No. IV hereafter written, which Unit is described in detail in Schedule No. II hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

2. CONSIDERATION:-

a) The Allottee agrees to purchase the SAID UNIT for a sum of **Rs. _____ /- (Rupees _____ only)**. The above consideration is arrived on the assurance of the Allottee to strictly abide by the payment schedule mentioned in Schedule III. The

abovementioned sum of **Rs. _____ /-** (**Rupees _____ only**) includes the cost of undivided share of the plot of land proportionate to the area of the SAID UNIT. The abovementioned sale consideration is excluding applicable taxes.

b) That on execution of this Agreement, the Allottee has paid a sum of **Rs. _____ /-** (**Rupees _____ only**) alongwith GST amount of Rs. _____/-. That the Allottee shall have to pay GST alongwith every payment made from time to time as per Schedule III.

c) The balance consideration of Rs. _____/- (Rupees _____ Only) shall be punctually and strictly paid as per the construction linked payment plan as per Schedule III. It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/ installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction for technical or engineering reasons or requirements at the Project site. The Promoter is also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

d) No amount paid by the Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the Promoter until the value thereof is realized in the bank account of the Promoter.

e) The Allottee/s further confirm/s that he/she/ they have freely and willingly paid the booking Amount and other installments of the purchase consideration to the Promoter on or prior to the execution of this Agreement. Atleast 10 days prior to the specified due date or date of completion of each development/ construction milestone specified in Schedule III hereinbelow, as the case may be, the Promoter shall address a demand notice to the Allottee/s informing him/ her/ them in advance of the specified due date or the date on which the mile stone is expected to be completed. All payments to be made to the Promoter in

the manner specified herein shall be made punctually by the Allottee/s and remitted to the Promoter on or before the specified due date or the expected date of completion of the milestone as the case may be.

f) The Allottee/s shall be independently and solely responsible to make all payments on time and on/ or before the due dates for payment thereof as demanded by the Promoter without any delay, demur or default. If the Allottee/s intend/s to avail of a home loan from Bank/ HFI to fund the purchase of the SAID UNIT, the Allottee/s alone shall be liable and responsible for obtaining the sanction/ approval thereof on a timely basis, so as to ensure that all Aggregate payments are made on or before the due dates for payment thereof.

g) The Allottee/s authorize/s the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of clues against lawful outstanding, if any in his/ her name as the Promoter may in their sale discretion deem fit and the Allottee/s undertake/s not to object/ demand/ direct the Promoter to adjust his payments in any manner.

h) In furtherance of the intention to complete the project well within the time limits mentioned in the Agreement, it has been mutually agreed by and between the parties hereto that the Allottee/s shall strictly abide by the construction linked payment plan and shall ensure that all aggregate payments mentioned in Schedule III are made on or before the due dates for payment thereof. The Allottee/s is aware that delays in making payments will ultimately result in the delay of the project.

i) The Parties hereto do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such installments or part thereof shall be deemed to be reasonable time and cause for the promoter to terminate this agreement. If the Allottee commits default in payment of any of the installments aforesaid on its respective due dates by a period of more than 10 (ten) days, and/ or in observing and performing any of the terms and conditions of the Agreement, the

Promoter shall, without prejudice to the other rights, be at liberty to terminate this Agreement. That before terminating the contract the Promoter shall issue a notice in writing in that regard to the Allottee at the address mentioned herein, and/ or email id and/ or whatsapp number, and if the entire defaulted amount is not paid to the Promoter within ten days from the date of service of such Notice, then this Agreement shall be deemed to be have been validity terminated without need of any further notice to that effect to the Allottee. The Promoter shall, however, on such termination, refund to the Allotte without interest the amounts, if any, which have till then paid by the Allottee/s to the Promoter, after forfeiting an amount of Rs.1,00,000/- (Rupees One Lakh Only) as liquidated damages. In such an event the Promoter shall not be liable to refund any taxes, stamp duty, Registration fees, GST paid by the Promoter on behalf of the Allottee/s.

j) Without prejudice to the above, the Promoter shall have absolute right and discretion to accept payment of any installments as part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be waiver of the right of termination of the Agreement by the Promoter and that it shall not affect the right of the Promoter to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be constructed as deviation from any term of this agreement and shall not, in any way, change or alter the time for payment of further installments herein specified. Delayed payments will attract interest at the rate of 12% per annum. However in the event of default by the Allottee/s in payment of more than 2 (two) installments, the Promoter shall be entitled to terminate this Agreement.

3. PROJECT NAME: -

The name of the scheme shall always remain **“SHARAYU SUNNY DAYS”** which shall not be changed at any time in future even after the transfer/

assignment conveyance of the premises/ property to the Allottee or any other entity.

4. PARKING SPACE:

Although the required parking to be provided is for 16 cars, the Promoter has provided additional car parking space which shall form part of the common areas and that the Allottee on purchase of the said unit shall have the right to use the car parking space jointly along with the other residents of the complex. The Allottee is aware that no exclusive car park has not been allotted to him/ her.

5. CHANGES:-

a) (i) Minor changes or additions or extra items, if required by the Allottee will be accepted at the sole discretion of the Promoter in writing from the Allottee, the cost of which shall be paid extra by the Allottee in advance and in the manner determined by the Promoter. In such an event, the time limit for handing over the SAID UNIT shall stand revised as decided by the Promoter.

(ii) No changes shall be permissible if the construction of the SAID UNIT is at an advance stage.

b) It is hereby agreed that the Promoter shall be entitled, and is hereby permitted to make such variations and alterations in the building plans or in the layout/ elevation of the building including all structures/ buildings/ pool and/ or varying the location of the amenities as the exigencies of the situation and/ or the circumstances and/ or due to architectural and structural reasons and/ or in any other case that may require such changes for better planning and development of SHARAYU SUNNY DAYS from time to time.

6. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

(a) The Promoter shall complete the construction of the Unit in all aspects on or before 21/12/2023 along with the Occupancy Certificate.

(b) Upon receipt of the requisite Occupancy Certificate and upon receipt of all the dues payable by the Allottee/s to the Promoter. The Promoter shall intimate the same to the Allottee/s and the Allottee/s shall, within 30 days from the receipt of the notice, take delivery of the SAID UNIT. The Promoter upon giving the intimation as stated above, shall be deemed to have completed the SAID UNIT, in accordance with this Agreement; and shall not be responsible in any manner whatsoever, if the Allottee/s has/ have delayed in taking the delivery of the SAID UNIT. Failure to take delivery of the SAID UNIT, within a period of 30 days from the receipt of the notice from the Promoter, will not exonerate the Allottee/s from his/her/its/their liability to pay the outgoings such as Panchayat Taxes, Electricity Charges, Water Charges Maintenance charges etc. from the date of intimation to the Allottee/s that the flat is ready for possession.

From the date of Occupancy Certificate the Allottee/s that the SAID UNIT is ready for possession, the responsibility/ liability for maintenance of the SAID UNIT in **SHARAYU SUNNY DAYS** shall be of the Allottee/s.

(c) Before taking the possession of the SAID UNIT and within 30 days of receipt of notice from the Promoter that the SAID UNIT is ready for occupation, the Allottee/s shall inspect the SAID UNIT and satisfy himself/ herself/ themselves/itself that the same has been constructed as per plan and specifications. After such verification, the Allottee/s shall be bound and liable to take possession of the SAID UNIT within the said stipulated time by signing the possession certificate and shall not thereafter be entitled to raise any objection, dispute or contention in these respects. Upon the Allottee/s taking possession of the SAID UNIT, he/she/it/they shall have no claim against the Promoter in respect of

any item of work in the SAID UNIT which may be alleged not to have being carried out or completed.

(d) The Promoter shall not incur any liability if it is unable to deliver the possession of the SAID UNIT as stipulated in Clause 6(a) to the Allottee/s, if the completion of the project is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non delivery is as a result of any notice, order, rule or notification of the Government and/or any Court/Forum and/or any other Public or Competent Authority or delay in making payment by the Allottee for any other reason beyond the control of Promoter and in any of the aforesaid events, the Promoter shall be entitled to reasonable additional extension of time for delivery of the SAID UNIT.

(e) Upon completion of the individual block premises, the Promoter shall apply for the occupancy Certificate/s or any other requisite certificate/s from Competent Authorities required before possession. The Promoter shall not be responsible for the delay/ non delivery of the SAID UNIT, on account of the delay in issuance of the Occupancy Certificate/s or any other requisite certificate/s required before possession by the Competent Authorities.

(f) In case of delay in handing over possession of the SAID UNIT as mentioned in clause 6 (a) or for any reasons other than those cited in Clause 6(d) and (e) hereinabove, the Allottee/s shall be entitled to Liquidated Damages of Rs.3,000/- (Rupees Three Thousand only) per month.

(g) If for reasons other than the ones stipulated hereinabove in clause 6 (d) and (e), the Promoter is unable to or fails to give delivery of the SAID UNIT to the Allottee/s, within the date specified in Clause 6(a) hereinabove, or within any further date or dates agreed to by and

between the parties hereto, then and in such case, the Allottee/s shall give notice to the Promoter;

I. Of terminating this Agreement, in which event the Promoter shall within 30 days from the receipt of such notice, refund to the Allottee/s the amounts, if any, that may have been received by the PROMOTER from the Allottee/s in respect of the SAID UNIT without interest and /or

II. Opt to continue to hold the SAID UNIT allotted to the Allottee/s in accordance with Clause 6(f) hereinabove.

(h) If for the reason mentioned in Clause 6(g) (sub clause (I)) above, the agreement is terminated and the Promoter fails to make the payment within 30 days from the date of termination, then the Promoter shall be liable to pay to the Allottee/s an interest at the rate of 12 % per annum, on the amounts if any received by the Promoter from the Allottee/s towards the purchase of the SAID UNIT. Such interest shall be calculated on the amounts to be refunded to the Allottee/s from a date 30 days beyond the date of termination till payment.

(i) Upon such termination as stated in Clause 6(g) (sub clause (I)), neither Party shall have any claims against the other in respect of the SAID UNIT or in whatsoever manner arising from and out of this Agreement and the Promoter shall be at liberty to allot and dispose off the SAID UNIT to any other person for such consideration and upon such terms and conditions as the Promoter may deem fit.

(j) The Allottee/s shall use the SAID UNIT strictly only for residential purpose. The Allottee/s shall not carry out any acts or activities which are obnoxious, anti-social, illegal, immoral, prejudicial to the norms of decency or etiquette or which cause air pollution/water pollution, sound pollution or cause any other pollution or discharge of any material gases, chemicals etc. which are hazardous to health and

environment or cause nuisance or inconvenience to the adjoining residents in the project.

(k) The Allottee/s shall only avail of the facility of cables provided for television by the Promoter and overhead cables/wires shall not be permitted.

(l) The Allottee/s shall, from the date of possession, maintain the SAID UNIT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their/it's cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID UNIT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

7. DEFECT:-

If within a period of five years from the dates of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the unit or the building in which the Apartment are situated or any defects in workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act. In case the Allottee carry out work within the apartments, then in such an event the Promoter shall not be liable to rectify or pay compensation. But the Promoter may offer services to rectify such defects with nominal charges. Hairline humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work.

8. PURCHASE NOT DEPENDENT ON FINANCING CONTINGENCY

The Allottee may obtain finance from any financial institution/ bank or any other source but the Allottee's obligation to purchase the Said Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such finance and the Allottee will remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the Said Unit. In this regard it is clarified that in case the Promoter avails a loan at the corporate level, any NOC required for enabling the Allottee to secure finance for the purpose of the SAID UNIT shall be issued by the Promoter by getting clearance from the financial institution which has advanced the loan.

9. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/ SUBSEQUENT PURCHASER

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 said Unit said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent Purchaser(s) of the Said Unit, as the said obligations go along with the said Unit for all intents and purposes.

10. OUTGOINGS:-

- (a) Infrastructure tax, presently charged at Rs. 200 per m² of built up area, any development / betterment charges, payable to the Government or any new tax or levy by the Central or State Government shall be payable by the Allottee as and when due. The Allottee agrees to pay to the Promoter such share of the Allottee of such charges or deposit when they become due.
- (b) Any taxes, charges or outgoings levied by the Village Panchayat of Siolim or any other Competent Authority exclusively pertaining to

the SAID UNIT shall be borne by the Allottee from the date of Occupancy Certificate irrespective of whether the Purchaser has / have taken the possession of the SAID UNIT or not.

- (c) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other document/s or finalizing the final Deed of Transfer by virtue of this Agreement in favour of the Allottee or the Entity, shall be borne by the Allottee.

11. ASSOCIATION OF UNIT OWNERS:-

The Allottee agrees and undertakes that it shall join any Association/ Society of Unit/ Flat Owners as may be formed by the Promoter on behalf of unit/ flat owners and to pay any fees, subscription charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose.

12. TRANSFER:-

- (a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law OF the said Property or any part, thereof.
- (b) Upon handing over possession of the SAID UNIT, the Promoter shall execute the conveyance of the said Property standing therein in favour of the Co-operative Housing Society formed by the Allottees of all the Units in the said Complex. Or in the alternative the Promoter shall execute / get executed the Conveyance of the SAID UNIT along with undivided proportionate share of land at the cost of the Allottee in the name of the Allottees.
- (c) The Promoter shall entirely at their discretion, decide whether to organize the formation Co-operative Housing Society, or a Co-operative Society for maintenance only or an unregistered

association in respect of the said scheme. For the sake of conveniences, the said Association/ Society is in certain clauses of the present agreement referred to as the "Entity".

- (d) Once the Promoter take a decision in this matter the Allottee agrees and undertakes to join as member of any such Co-operative Society or Association that may be formed as well as to bear all the related expenses, sign all necessary papers and extend fullest cooperation for this purpose, and pay the entrance fee, share money and advocate fees, relating to the formation of Society/ Association.
- (e) Under the Co-operative law, a Co-operative Society is formed by its promoters and members. Accordingly it is hereby made very clear that the Promoter shall as matter of courtesy only assist the Allottee in forming a Co-operative or an Association of persons or such other entity for holding owning and/ or maintaining the said scheme. The Promoter however will not be responsible for the formation and registration of the society/ Association.

13. FORMATION AND DEPOSIT FOR COMMON ENTITY AND EXPENDITURE: -

- a) The Promoter shall have the exclusive option to form any Entity/ Society/ Association/ Company for the purpose of maintenance of the said Complex which shall be managed by the said Entity.
- b) With effect from the date of formation of the Association or Co-operative Society, the responsibility for the maintenance of the said premises shall be taken over by the said Association or Co-operative Society through its Managing Committee. On the vesting of the maintenance of the premises and land in management of the Association or Co-operative society, the Association or Co-operative Society shall thereupon take over the complete responsibility for the maintenance of the premises and property and shall be solely responsible for collection of dues from their dues from their members

and for the disbursement of such collection in relation to the said Property including payment of ground rent, taxes, salaries of the employees charged with the duties for the maintenance of the property and the security of the premises to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Association or Co-operative Society fails to perform its obligations mentioned hereinabove, the Promoter in any event shall stand absolved from their responsibility of managing the premises, receiving and paying the outgoings including the taxes and other incidental charges connected with the maintenance and security of the premises. The Allottee hereby indemnifies the Promoter in that behalf. The Allottee shall do all such facts, deeds and things as they may be required to do by the Promoter to ensure that such obligations as aforesaid are undertaken and performed by the Association or Co-operative Society, being their successor in interest and failure or lapse on the part of the Allottee in doing so shall entitle the Promoter to rescind this Agreement and the consequences of succession as envisaged hereinafter shall follow.

c) The Allottee, whether he/ she occupies or resides in the said premises or not, shall pay such amounts as may be determined by the Promoter towards maintenances and common expenses including common lights, repairs and salaries of security guards, sweepers and all other expenses necessary and incidental to the management and maintenances of the said Complex as also expenses towards house tax, local taxes, betterment charges or such other levies by the concerned local authorities and/ or Government, water charges, electricity charges, insurance until and Association or Co-operative Society is formed. If sales tax, service tax or other levies applicable as per any State/ Central Government acts, should be paid by the Allottee separately.

d) The Allottee shall pay regularly a monthly sum of Rs 3000/- (Rupees Two Thousand Four Hundred Only) per month towards

maintenance of the complex on the project being granted occupancy certificate.

e) In addition to the monthly sum of Rs 3000/- payable by the Allottee, the Allottee undertakes to give Sinking Fund of Rs 30,000/- (Rupees Twenty Four Thousand Only) to the Promoter before taking possession of the Unit. This Sinking Fund amount will be kept in the form of FD's in the name of the Society / Association.

f) After selling entire premises and all the Allottees having paid the entire consideration and other amounts payable under this Agreement the Purchaser alone and the Promoter shall not be liable to contribute any amount towards such taxes.

g) The Allottee shall on or before delivery of the said premises pay to the Promoter the following amounts: -

i. Rs. 30,000/- Sinking Fund Maintenance deposit (transferable to the Society/ Association).

ii. Rs. 200 per sq. mt. towards infrastructure tax.

iii. Rs. 65,000/- towards Common Transformer, DG Set, Electricity Meter Connection.

iv. Rs. 15,000/- towards Common Water Connection

v. Rs. 15,000/- towards Legal & Documentation Charges

vi. Rs. 15,000/- towards STP / Garbage Disposal

vii. Rs. 36,000/- yearly maintenance charge

h) After formation of Association/ Co-operative Society, the aforesaid deposit mentioned in (g) i. shall be paid over by the Promoter to the Association/ Co-operative Society as the case may be.

i) The maintenance cost shall be reviewed and revised by the Promoter or by the entity from time to time and the Allottee undertake to pay the increased maintenance cost as may be decided and

demanded by the Promoter or the Entity. Common Services are maintenance charges are liable to GST.

j) If the Promoter and/ or the Association/ Co-operative Society are of opinion that the amount fixed hereinabove will not sufficient for proper maintenance of "Sharayu Sunny Days" the Promoter and or the Association/ Co-operative Society are authorized to increase this deposits with prior intimation to the Allottee and the Allottee shall pay the same within fifteen days from the date of such intimation.

k) It is, however, expressly agreed and understood that incase of delay in the formation or non formation of any such body or association or entity of the premises holders in the said complex, the Promoter shall be at any time at his own discretion refund such deposit (as per clause no. 13 (g) (i) to the Allottee where upon the Promoter shall not be in any manner be responsible to look after the said matter regarding the said scheme. Furthermore, if any additional amount is to be contributed due to exhaustion of said initial contribution; the Allottee shall be bound to make such contribution from time to time.

NO DUES CERTIFICATE

The Allottee (s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said premises, without taking "No Dues Certificate" from the Promoter and/ or the Maintenance Agency/ Association/Society regarding the maintenance charges payable for the services.

14. JOINT ALLOTTEES:-

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

15. Stamp Duty and Registration:-

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

16. 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.

17. 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.

18. GENERAL:-

- (a) The Allottee confirms having taken inspection, to their full satisfaction, of the requisite documents of Title to the said Property and of the plans / approvals / licenses relating to the SAID UNIT. The Allottee also confirm/s having taken physical inspection of the said Plot and the plans of the SAID UNIT and satisfied themselves as to its size, area, location and dimensions.
- (b) The Allottee shall be bound to sign all the papers and documents and do all the things and matters as the Promoter may require from her from time to time in this behalf for safeguarding inter alia the interest of the Promoter and the Allottee.

- (c) The Allottee shall, on the date of signing the agreement, notify to the Promoter the address where any letters, reminders, notices, documents, papers etc. are to be served to him. The Allottee shall also, from time to time notify, any change in her address to the Promoter, any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting or Email shall be deemed to have been lawfully served to the Allottee.
- (d) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the Allottee as stipulated in this Agreement, the Floor Area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the Promoter along without any rebate to the Unit Holder.
- (e) All disputes, which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and / or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or in relation to any matter whatever concerning this Agreement shall be referred to Arbitration in accordance with the Provisions of The Indian Arbitration and Conciliation Act, 1996.
- (f) At present, the possession of the SAID UNIT has not been handed over to the Allottee on this date.
- (g) The sale consideration of the SAID UNIT is **Rs _____/- (Rupees _____ only)** and accordingly **Rs. _____/-** stamp duty is affixed to this agreement.
- (h) All notices required to be served on the Promoter and the Allottee hereto shall be made in writing and shall be deemed to

be served properly when delivered by registered post with AD or through courier or by E-mail or by whatsapp on the respective addresses mentioned hereunder:

In the case of the Promoter:

M/s Sharyu Global

OFFICE No. 512

Gera Imperium 2

Patto Plaza, Panaji, Goa 403001

E-mail: sharayusunnydays@gmail.com

Mobile/ whatsapp:-

In the case of Allottee:

Mr/Mrs/Miss _____

E-mail:

Mobile/ whatsapp:

SCHEDULE - I

All that part and parcel of land bearing Survey No 93/2-D Village Marna, Bardez admeasuring 2000 m² being a plot admeasuring 1808.55 m² along with a 6 meters wide strip admeasuring 191.45 m² making a total area of 2000 m² along with perpetual right of use of the 8 meters wide access abutting the Village Road and running through the property bearing Sy. No. 93/2 of Village Marna, Bardez up to the SAID PLOT. The said property is situated at Marna; within the limits of Village Panchayat Marna Siolim; Taluka and Registration Sub- District of Bardez, District North Goa in the State of Goa which property is described in the Office of Land Registrar Ilhas under No. 37226 at folio 141 of book B- 95 and is enrolled in the Taluka Revenue Office under Matriz no. 418.

The SAID PLOT bearing Sy. No. 93/2- D is bounded as under:-

Towards the North: - By Sy No 93/6, 7 and 8

Towards the South: - part of the Sy No 93/2

Towards the East: - By Sy No 93/2 and 93/11

Towards the West: - By Sy No 93/4

SCHEDULE II

(Description of the premises)

All that premises identified as SHARAYU SUNNY DAYS having carpet area of ____m² and exclusive enclosed balcony of carpet area __ m² and Super built up area (area calculated for Infrastructure Tax) ____ m² situated on the _____ **Floor**, having **Super built-up area of, ____ m² and Carpet area ____ m²** in the project "**SHARAYU SUNNY DAYS**" proposed to be constructed in the property described in the SCHEDULE – I herein above written.

Unit No. ____ is shown marked in red color in the _____ **FLOOR** plan annexed hereto and forming part of this agreement.

SCHEDULE -III

Mode of payment

PAYMENT PLAN		
On Booking	10%	
On Execution of Agreement	20%	
On Completion of Foundation	10%	
On Completion of Plinth	10%	
On Completion of Ground Floor Slab	10%	
On Completion of First Floor Slab	10%	
On Completion of Second Floor Slab	10%	
On Commencement of Masonry	5%	
On Commencement of Internal Plastering	5%	
On Commencement of Tiling	5%	
On Obtaining Occupancy Certificate	5%	
TOTAL	100%	

GST of 1% applicable on every payment.

SCHEDULE IV
(Building Specifications)

All specifications stated herein shall supersede any information or proposals mentioned in any presentation drawings / Brochures or advertisements released by the Promoter.

STRUCTURE:-

R.C.C. framed structures: - The external walls will be of AAC blocks. Internal partition walls will be Brick Masonry/ AAC blocks.

PLASTER:-

External plaster will be double coat sand cement plaster. Internal plaster will be single coat with cement plaster with ready putty / gypsum plaster.

FLOORING:-

Vitrified tiles / Porcelain tiles or equivalent for full apartment. Toilet floor will have rough texture flooring and toilet wall tiles will be designer tiles (Matt or Glazed) upto 1.8 mt. height.

DECOR:-

The external walls will be painted with premium quality weather shield paint. Internal walls will be painted with acrylic emulsion.

DOORS:-

Engineered wood finish/ flush doors/ paneled doors for Main Door. Internal doors will be flush doors.

WINDOWS: - Shall be powder coated aluminum / color anodized/ UPVC.

KITCHEN:-

Granite platform with a single bowl stainless steel sink.

TOILET:-

Cera Sanitary ware and reputed C.P. Jaquar / Marc/ Essess or equivalent.

ELECTRICAL:-

Concealed electrical conduit with Finolex or equivalent copper wiring with reputed brand Modular switches, cable T.V., Telephone point in every bedroom and living room, provision for A.C.

WATER SUPPLY:-

A common underground sump of adequate capacity with a electrical pump and overhead tank will be provided.

LIFTS:

The elevators shall be of standard quality of Eleva/Schindler/OTIS or equivalent make.

Common external amenities as under:-

- 1) All the ground area used as a driveway around the building shall be asphalted and properly lit with street lighting; remaining area shall be landscaped and paved or treated.
- 2) Generator with auto start shall be provided. The capacity of the Generator shall be sufficient for one elevator per building, common lighting.
- 3) Swimming Pool.
- 4) CCTV
- 5) Entrance Gate along with security cabin.

SIGNED AND DELIVERED)
By the Party of the)
First Part)

Mr. Gaurish Pereira
OWNER/VENDOR

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED)
By the Party of the)
Second Part)

Mr. Gaurish Pereira
M/s SHARAYU GLOBAL
PROMOTER

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED)
By the Party of the)
Second Part)

Ms. Ashwini Pereira
M/s SHARAYU GLOBAL
PROMOTER

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED)
By the Party of the)
Third Part)

Mr _____
ALLOTTEE

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of:-

1. Name

Address

Aadhaar No.

Mob No

2. Name

Address

Aadhaar No.

Mob No
