

AGREEMENT FOR CONSTRUCTION AND
SALE

THIS AGREEMENT is made and entered on this day of the month of January in the year Two thousand and eighteen (.....-1-2018) at Ponda Goa within the Registration, Taluka and Sub-District of Ponda, District of South Goa, State of Goa.

BETWEEN

1. MR. ANANT JAYRAM SHET VEREKAR @ BABULI J.S.VERENKAR, son of late Mr. Jairam Shet Verekar, aged about 53 years, married, business, holding PAN no. AAXPV2697R and Aadhaar no..... , and his wife (2) MRS. LAXMI ANANT SHET VEREKAR, daughter of Mr. Shivanand Narvekar, aged about 44 years, married, housewife, holding PAN no. ADEPV5360K and Aadhaar no....., both residing at H. no. F-3a, Near Electricity Department, Haveli, Curti, Ponda Goa, and hereinafter jointly referred to as 'THE VENDORS/OWNERS' (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

AND

M/S J.C. DEVELOPERS & BUILDERS, a proprietorship concern, having its office at 3/168/48(6) Shop no. 3, Mariam

Apartment, Upper Bazar, Ponda Goa, represented by its sole proprietor MR. ANTHONY LUCIO FRANCIS FERNANDES, son of Mr. Joao Mariano Fernandes, aged about 51 years, married, holding PAN no. AADPF6049B and Aadhaar no..... , residing at H. No. 126, behind St. Anne's church, Ponda Goa, hereinafter referred to as 'THE DEVELOPER' (which expression shall unless repugnant to the context or meaning thereof mean and include his respective heirs, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND

MR....., son of Shri....., aged about years, married/unmarried, occupation....., holding PAN no.....and Aadhaar no....., residing at, and hereinafter referred to as 'THE PURCHASER' (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, legal representatives, administrators, successors, and assigns) of the THIRD PART.

All parties in this agreement are Indian National.

WHEREAS THE VENDORS/OWNERS are represented herein by their constituted attorney MR. ANTHONY LUCIO FRANCIS FERNANDES by virtue of Irrevocable General Power

of Attorney dated 3-9-2016 duly executed before Notary Shri. C.G. D'Costa, having his office at Ponda Goa, under Reg. No. 189.

WHEREAS there exists a property known as GORBATA @ PALMAR DE HERDICHEM MOLLA AO SUL DE TILVASSAY @ FOKRU BHATT situated at Ponda, within the area and jurisdiction of Ponda Municipal Council, Taluka and sub-district of Ponda, District of then North Goa and now South Goa, State of Goa, which property as a whole is registered in the land registration office Ilhas Goa under no. 7283 of Book B19 and also enrolled in the matriz records under no. 124 and bearing old cadastral survey no. 144 and hereinafter referred to as the SAID PROPERTY.

AND WHEREAS 1/3rd part of the said property had been purchased by late Jairam J. S. Verenkar @ Zoirama Jaganata Xete Verencar from Mrs. Godavari Vishwanath Xete Verenkar by Deed of sale dated 19-5-1960 duly executed before then Escrivao Notario of Ponda Court and which one third stands registered in the land registration office of Ilhas under inscription no. 24789 of Book G 38.

AND WHEREAS 2/3rd part of the said property belonged to one Xec Mamod Babar and Premanand Atmaram Xete Verencar respectively.

AND WHEREAS said late Jairam J. S. Verenkar @ Zoirama Jaganata Xete Verencar, Xec Mamod Babar and Premanand

Atmaram Xete Verencar had partitioned among themselves the said property by a deed of partition dated 30-10-1972 duly registered before sub-registrar of Ponda under serial no. 281 and said late Jairam J. S. Verencar @ Zoirama Jaganata Xete Verencar have been allotted plot nos. III and VI having an area 2481 sq. mtrs and 5620 sq. mtrs respectively (totally an area 8101 sq. mtrs).

AND WHEREAS 1/3rd part of the said property which was belonging to late Jairam J. S. Verencar @ Zoirama Jaganata Xete Verencar consists of two plots being plot no. III and VI having total area 8101 sq. mtrs forming separate and independent property, recently surveyed under survey no. 129/1 of village Ponda and is bounded as under;-

East : with the land of Shankar Kaissare and others.
West : with the plot nos. II and V allotted to Premanand A.X.Verencar.
North : with the land of the said Shankar Kaissare and others & Nalla.
South : with the Public road.

more particularly described in SCHEDULE-I hereunder written.

AND WHEREAS interms of Deed of sale dated 22-5-1974 duly registered in the office of sub-registrar of Ponda under no. 156 at pages 299 to 302 Book no. I Vol. no. 26 dated 10-7-1974 said late Jairam J. S. Verencar @ Zoirama Jaganata Xete Verencar and

his wife sold to Eliza Adelina Cardozo a plot of land being Plot C having an area 322.95 sq. mtrs of the said plot no. VI.

AND WHEREAS in terms of Deed of Sale dated 29-10-1999 duly registered in the office of sub-registrar of Ponda under reg. no. 1062 at pages 236 to 247 Book no. I Vol. no. 453 dated 9-11-1999 said Smt. Eliza Adelina Cardozo and her husband Shri. Joao Caldeira have sold to Mr. Anant Jairam Shet Verenkar said plot of land being Plot C having an area 322.95 sq. mtrs of the said plot no. VI.

AND WHEREAS upon the death of Jairam J. S. Verenkar @ Zoirama Jaganata Xete Verencar who expired on 24-3-1981 deed of succession and qualification of heir dated 16-11-1992 drawn at pages 4 to 6 of Notarial Book for the deed no. 380 wherein said Smt. Radhabai Jairam Shet Verenkar as half sharer/moiety holder and Shri. Jagdish Shet Verenkar married to Smt. Ramabai Jagdish Shet Verenkar, Smt. Shantabai Jairam Shet Verenkar married to Shri. Mahablu Dharma Shet Karmalkar, Shri. Kashinath Jairam Shet Verenkar married to Smt. Sushma Kashinath Shet Verenkar, Smt. Sarita Jairam Shet Verenkar married to Shri. Gurudas Jagannath Shet Gaundalkar, Smt. Sunita Jairam Shet Verekar married to Shri. Mangesh Narvekar, Shri. Prasad Jairam Shet Verenkar, Shri. Abhay Jairam Shet Verekar, Shri. Hemant Jairam Shet Verekar, Shri. Anant Jairam Shet Verekar, Suchita Jairam Shet Verenkar and Savita Jairam Shet Verenkar as universal heir of deceased Jairam J. S. Verenkar @ Zoirama Jaganata Xete Verencar.

AND WHEREAS after the said deed of succession dated 16-11-1992 said heirs of the deceased namely Shri. Prasad Jairam Shet Verenkar married to Smt. Prachi @ Urmila Prasad Shet Verenkar, Shri. Abhay Jairam Shet Verekar married to Smt. Reshma Abhay Shet Verekar, Shri. Hemant Jairam Shet Verekar married to Smt. Reema Hemant Shet Verekar, Shri. Anant Jairam Shet Verenkar married to Smt. Laxmi Anant Shet Verekar, Smt. Suchita Jairam Shet Verenkar married to Tushar Dinanath Narvekar and Smt. Savita Jairam Shet Verenkar married to Shri. Umesh Ramakant Ibrampurkar.

AND WHEREAS all the legal heirs/representatives of the deceased Jairam J. S. Verenkar @ Zoirama Jaganata Xete Verencar have partitioned the said property among themselves by Deed of Partition dated 27-6-2012 duly registered in the office of sub-registrar of Ponda under reg. no. 1759/12 at pages 205 to 270 Book no. I Vol. no. 2127 and Plot no. 11 having an area 352 sq. mtrs is allotted to Vendors/owners namely Shri. Anant J. S. Verenkar and his wife.

AND WHEREAS said owner/vendors Shri. Anant J. S. Verenkar and his wife have sub-divided the said plot no. 11 into two plots being plot no. 11-A having an area 273 sq. mtrs and Plot no. 11-B having an area 79 sq. mtrs.

AND WHEREAS said owners/vendors Shri. Anant J. S. Verenkar and his wife have sold to Shri. Gurudas Jagannath Shet

Gaundalkar a portion being Plot no. 11-B having an area 79 sq. mtrs of the said plot no. 11 by Deed of sale dated 12-4-2013 duly registered in the office of sub-registrar of Ponda under reg. no. 1186 at pages 271 to 292 Book no. I Vol. no. 231 dated 3-6-2013.

AND WHEREAS in terms of Deed of rectification cum Addendum dated 18-9-2013 duly registered in the office of sub-registrar of Ponda under reg. no. 2287/13 at pages 130 to 167 Book no. I Vol. no. 2411 dated 20-9-2013 said principle deed dated 12-4-2013 is rectified thereby adding Smt. Shubhangi G. S. Gaundalkar who is wife of Shri. Gurudas Jagannath Shet Gaundalkar as party to the said deed.

AND WHEREAS said vendors/owners are absolute owners in possession and enjoyment of said plots of land being Plot C having an area 322 sq. mtrs approximately and plot no. 11-A having an area 273 sq. mtrs (totally admeasuring 595 sq. mtrs approximately) more particularly described in SCHEDULE-II hereunder written.

AND WHEREAS said plots C and 11-A have been amalgamated thereby forming separate and independent plot having an area 595 sq. Mtrs approximately or thereabout surveyed under survey no. 129/1-F of Ponda village, more particularly described in SCHEDULE-III hereunder written and hereinafter referred to as the SAID PLOT/S.

AND WHEREAS under the agreement dated 3-9-2016 duly executed before Notary Shri. C. G. D'Costa having his office at Ponda Goa, under registered no. 188. The Vendors/owners have authorized the Developers to develop the said plot/s by constructing multistoried building thereon and to enter into firm commitments with customers of the Developers to construct for and/or sell the flats, shops, parking slots, godowns and any other premises in the building proposed to be constructed in the said plot/s and further agreed to transfer the undivided right or share in the said plot/s unto the Developers or his nominees.

AND WHEREAS by virtue of the said agreement the Developers is free to construct building in the said plot/s and to dispose of the flats, shops, parking slots, godowns, and other premises therein as developers likes except the premises being two flat being flat no. UG-1 and FF-1 having an area 96.20 sq. mtrs approximately each on the upper ground floor and first floor respectively along with two parking slots of the said proposed building reserved for the Vendors/owners.

AND WHEREAS pursuant to the said agreement the Developers have prepared a project for development of the said plot by undertaking construction of building comprising of residential flats, shops and other premises.

AND WHEREAS the Developers have prepared the plan for construction of such building which building is proposed to be

named as 'ROYAL ENCLAVE' and same has been approved by the South Goa Planning and Development Authority under No. SGPDA/P/3109/101/17-18 dated 26-10-2017 and the Ponda Municipal Council issued construction license under license no. 35/2017-2018 dated 9-1-2018.

AND WHEREAS the Purchaser has taken the inspection of all the documents of title and is satisfied that the original owners who entered into the Agreement dated 3-9-2016 with the Developers, the Developers have clean, clear, valid and marketable and subsisting title to the Said Property/Plot described in the Schedule – 'III' hereto and the Purchaser is also satisfied that the developers as per the said Agreement dated 3-9-2016 is entitled to construct Multi Storied building in the Said Property/Plot/s and to execute the agreement for sale, and sale of any premises in the said Buildings to any person/s of the Developers choice except the premises reserved for the VENDORS/OWNERS.

AND WHEREAS the purchaser has approached the DEVELOPER for purchase of premises being flat/shop/godown no. having an area sq. mtrs (Carpet area) on floor and parking slot No. on ground floor and hereinafter jointly referred to as the SAID PREMISES.

AND WHEREAS the Developers will be selling the said flat/shop/godown no. having an area sq. mtrs (Carpet area) on floor and parking slot No. on

ground floor of which building is known as "ROYAL ENCLAVE" on what is known as ownership basis, with a view that ultimately all the owners of Flat/Shops/godown and other Premises/spaces in such new building should form themselves into a Co-operative Societies Act 1960 as extended to the state of Goa or they should incorporate a limited Company/legal entity with themselves as shareholders or members and upon the said building paying in full all their respective dues payable to the builders and strictly complying with all the terms and conditions of their respective Agreement with the Developers (in a form similar to this Agreement) the Developers shall obtain from the original owners and/or shall themselves execute the necessary Deed of Conveyance directly in favour of such Co-operative Society or Limited Company or respective purchasers (as the case may be) subject to and in accordance with the terms and provisions of this agreement, And if for any reason if the said Housing Society is not formed and in such event the Land Owners/Developer will transfer the respective premises to the Purchaser in the said Complex at the cost and expenses of the Purchaser.

AND WHEREAS the Purchaser has agreed to acquire and/or purchase from the Developers the said flat no. having an area sq. mtrs (Carpet area) onfloor of the building proposed to be constructed in the said plot/s and parking slot No. on ground floor with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained.

AND WHEREAS the DEVELOPER have agreed to sell/transfer the said premises being flat no. having an area sq. mtrs (Carpet area) on floor and parking slot No..... on ground floor of the said building in favour of the Purchaser for a total consideration of Rs./- (rupees only) being the market value of the said flat which amount shall also include cost of undivided share, right, title, and interest to the proportionate share of the said plot corresponding to the said premises which undivided share of the said plot/s shall be conveyed by the Developers through the Vendors unto the Purchaser on certain terms and conditions stipulated hereinafter contains.

AND WHEREAS the said premises is more particularly described in SCHEDULE 'IV' and is identified in the plan hereto annexed in red shading.

NOW THIS INDENTURE WITNESS THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Developer shall under normal conditions and subject to the payments to be made by the Purchaser as enumerated in SCHEDULE 'V' construct and complete the said premises as per the sanctioned building plans on the plot of land described in SCHEDULE 'III' written hereinabove and as per the specifications seen and approved by the Purchaser with such variations in the said

plans and specifications as the Developer may consider necessary or as may be required by the Ponda Municipal Council or other concerned authorities. The Purchaser hereby expressly consents to all such variations, the Purchaser shall not be entitled to or deemed any compensation or reduction in the price of the said premises by reason of such variations provided however that the total area of the said premises agreed to be purchased by the Purchaser shall not be reduced by reason of such variations.

2. The Purchaser is satisfied that the title of the Developer is valid and it has a right to sell the said premises and agrees that all the terms and conditions contained in the said title deed agreement and in the letter/s license sanctioning the building plans shall be binding upon him/her/them and the Purchaser shall not raise any objection on requisition whatsoever in respect of the rights and privileges conferred upon the Developers under this agreement.

3. The Purchaser hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable the time for payment of each such installments being the essence of this contract. It is expressly agreed between the parties that the Developers are not bound to give any notice requiring such payment and shall not be an excuse for non payment or delayed payment of any amount or amounts on their respective due dates.

4. If the Purchaser commits default in payment of the aforesaid amount strictly within the time aforesaid (time of these payment being the essence of the contract) and/or in observing and performing any of the terms and conditions of this agreement, the developer shall be at liberty to terminate this agreement in which event the said earnest money paid by the Purchaser to the Developer shall stand forfeited. The Developer shall however, on such termination refund to the Purchaser the part payment towards the balance of the Purchase price, if any which may have till then been paid by the Purchaser to the Developer, but without any further amount by way of interest or otherwise, on the developer terminating this Agreement under this clause, they shall be at liberty to sell of the said premises to any other person, as the Developer deem fit at such price as Developer may determine, and the Purchaser shall not be entitled to question such sale or to claim any amount from the Developer.

5. Without prejudice to Developer other right under this agreement and/or in Law, the Purchaser shall be liable to pay to the Developers interest at rate of% per annum on all amounts due and payable by the Purchaser under this Agreement if such amount remains unpaid for thirty days or more after becoming due.

6. Possession of the said Premises shall be delivered to the Purchaser after the said new multi-storied building named 'ROYAL ENCLAVES ' is ready for occupation PROVIDED all amounts due and payable by the Purchaser are paid to the

Developers. The Purchaser shall take possession of the said premises within seven days of the Developer giving written notice to the Purchaser intimating that the said Premises is ready for occupation.

7. The Developer shall deliver possession of the Said Premises in 'ROYAL ENCLAVE' to the Purchaser within months from the date of execution of the Agreement. The Developer shall not incur any liability if they are unable to deliver possession of the Said Premises by the aforesaid date if the completion of the building is delayed by reason of non availability of steel, and/or cement or other building materials or water supply or electricity power or by reason of war civil commotion or any act of God, or if non delivery of possession is as a result of any notice or order, rule, legislation or notification of the Government and or any other public or competent authority or for any other reason beyond the control of the Developer and if any of the aforesaid events occur, the Developer shall be entitled to a reasonable extension of time for delivery of possession of the Said Premises by mutual consent of both the parties.

8. Upon possession of the said premises being delivered to the Purchaser he/she/they shall be entitled to use and occupy the Said Premises and shall have no claim against the Developer in respect of any item or work in the said Premises which they may be alleged not to have been carried out or completed.

9. The deposits that may be demanded by or paid to the electricity and water department for the purpose of giving electricity connection or water connection to the said building shall be paid by the Purchaser alone. Infrastructure tax and any other taxes other than Construction License fee levied by Municipality/Village Panchayat or any other Body shall be paid by the Purchaser.

10. The Purchaser agrees and bind themselves to pay regularly every month by the 5th day of every month to the Developer until the conveyance of the said Property/plot is executed in favour of Co-operative Society or a Limited Company/Legal Entity as aforesaid, and thereafter to the aforesaid Co-operative Society or the Limited Company or legal entity, as the case may be, the proportionate share that may be decided by the Developer or the Co-operative Society or the Limited Company or legal entity's the case may for Insurance Premium.

a) All the Municipal/Village Panchayat and other taxes and outgoings that may from time to time levied against the land or building including the water and electricity connection/consumption charges and

b) Outgoing for the maintenance and management or the building common lights and other outgoing such as collection of accounts incurred in connection of the Said Property. The Purchaser shall also keep a deposit with the Developers at Rs.

...../- (rupeesonly) for each flat as towards the expenses for the Formation of Co-operative Society, or any legal entity and expenses towards the transferring the land in favour of Co-operative Society, and legal entity, cost towards the share certificate and all other misc. expenditure. The aforesaid amount is to be deposited before the handing over the possession of the premises to the Purchaser. It is clear understood between the parties hereto that the formation of the Housing Co-operative Society will be the responsibility of all the members in the said building, however the Developers will co-operative for the formation of society.

11. The Purchaser shall also pay additional sum of rupees only towards Sump.

12. The Purchaser shall maintain the front elevation and the side and rear elevations of the said building in the same form as the Developer constructed it and shall not at any time alter the said elevation in any manner whatsoever, without the prior consent in writing from the Developers and/or the Co-operative Society or the Limited Company or the Legal entity as the case may be.

13 The fixtures, fitting and amenities to be provided in the said building and Said Premises and the materials to be used in the construction of the building are those as set out in the annexure II hereunder written and the Purchaser has satisfied of the said buildings and amenities to be provided therein, provided however,

that if the Purchaser require any amenities other than those specified in the annexure II hereunder written, the Developer may provide them on such written request made by the Purchaser to the Developer during the construction. The said amenities provided upon such written request shall be considered as extra amenities and shall be charged over the above consideration contained in the Agreement, the Purchaser shall be bound to pay to the Developer the price for the extra amenities to be provided at the price which shall be quoted to the Purchaser by the Developer, such amount shall be paid by the Purchaser to the Developer within seven days from the date of Developer informing to the Purchaser the price of such extra amenities. It is however, clearly understood that inspite of the request for extra amenities by the Purchaser the Developer may not furnish such extra amenities.

14. The Purchaser shall from the date of possession maintain the Said Premises at his own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the Said Premises or the staircase and common passages, or compound which may be against the rules or bye-laws of the Municipal Council/village Panchayat or any authority nor the Purchaser change alter or make additions in or to the Said Premises or the Building or any part thereof, the Purchaser shall be responsible for any breach of these conditions.

15. Provided it does not in any way affect or prejudice the rights of the Purchaser in respect of the Said Premises, the Developer

shall be at liberty to sell, assign, transfer otherwise deal with his rights, title and interest in the said land and/or in the building to be constructed thereon.

16. The Purchaser shall have no claim whatsoever except in respect of the particular flats hereby agreed to be acquired. The open spaces, unallotted spaces, flats, shops and other premises etc will remain the property of the Developer, until the whole Property is transferred to the Co-operatives Society and other legal entity as herein mentioned but even than subject to the rights of the builder under this Agreement.

17. The Purchaser and thereon to whom the Said Premises are let sub-let, transferred, assigned, or given possession of shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Developer and the Co-operative Society/Limited Company may acquire for safeguarding the interest of the Developer and/or the Purchaser in the said building.

18. The Purchaser and the person to whom the Said Premises are let, sublet, transferred, assigned or given possession of shall observe and perform all the bye-laws, and/or the rules and regulations which the Co-operative Society at registration may adopt and all the provisions of the Memorandum and Article of Association of the Limited Company/legal entity when incorporated (as the case may be) and additions, alterations, or amendments of the said building and the Shops/Flats and other

spaces and Premises therein and on in the compound and for the observance and carrying out of the building Rules and Regulations and the Bye-laws for the time being of the Municipal Council/village Panchayat and other Local authorities and of the Government and other public bodies. The Purchaser and person to whom the said premises are let, sub-let, transferred and assigned and given possession shall observe and perform all the stipulations and conditions laid by such Co-operative Society/Limited Company/Legal entity regarding the occupation and use of the building and/or the flat and other premises and or parking spaces therein and shall pay and contribute regularly and punctually towards the taxes, and/or expenses or other outgoing in accordance with the terms of the Agreement.

19. The Purchaser hereby agree and undertake to be a member of the co-operative Society/Limited Company/Legal entity to be formed in the manners herein appearing and also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Co-operative Society/Limited Company/Legal Entity and for becoming member, including the Bye-laws of the proposed society and duly fill in sign and return to the Developer within 10 days of the same being forwarded by the Developer to the Purchaser. No Objection shall be taken by the Purchaser if the changes or modifications are made in draft bye-laws or the Memorandum and/or Article of association, as may be required by the Registrar of the Companies, as the case may be or

any other competent Authority. The Purchaser shall be bound from time to time to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time to time for safeguarding the interest of the builder or/and of the other spaces in the said building or in the compound.

20. The Purchaser hereby covenant that from the date of possession he shall keep the Said Premises the walls and the partitions, sewers, drains, conditions and in particular so as to support, shelter and protect the part of the building other than his Premises and shall abide by all bye-laws, rules and regulations of the Government, Municipal Council/Village Panchayat and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

21. The Purchaser also along with the other Purchaser/s who take or have taken the other shops/flats and/ or Premises or spaces in the said building shall form themselves into a Co-operative Society or any other legal entity being registered or being incorporated or formed, as the case may be, the rights of the Purchaser of the said premises will be recognized and regulated by the provisions of the said society/or Limited Company and Rules and Regulations framed by them, as the case may be, but subject to the terms of this Agreement.

22. On the completion of all the said building and on receipt by the Developer of full payment of all the amounts due and payable to them by all the Purchaser of all the Shops/Flats and other Premises/spaces in the said building, the Developer shall co-operate with the Purchaser in forming registering or incorporating a Co-operative Society Limited Company or any other Legal Entity. The right of the members of the Co-operative Society Limited company/Legal entity as the case may be, will be subject to the rights of the Developer under this agreement and the conveyance to be executed in pursuance hereof, when the Co-operative Society/Limited Company/Legal Entity is registered or Incorporated or framed, as the case may be, and all the amounts due and payable to the Developer, in respect of the flats and other premises and spaces are paid in full as aforesaid, the Developer shall (subject to the necessary permission as may be required by law obtain and/or shall execute the necessary conveyance and/or other appropriate document or the said land or to the extent as may be permitted by the authorities) and the said building in favour of such Co-operative Society/Limited Company/Legal Entity.

23. The Purchaser may lodge this Agreement for registration and the Developer will attend the Sub-Registrar and admit execution thereof, after the Purchaser inform them the number under which it is lodged and the date of when lodged.

24. If at any time any levy or taxes is or are charged or levied or sought to be recovered by the village Panchayat/Municipal Council,

Government or any other Public authority in respect of the said land or building the same shall be borne and paid by all the Purchaser.

25. All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser by post under certificate of posting at his address specified below:

Mr.....,
Resident of H. no.....
.....
.....

26. If at any time prior to or even after the execution of the Deed of Conveyance, the floor area ratio at present applicable to the said land is increase, such increase shall ensure for the benefit of Developer alone without any rebate to the Purchaser.

27. It is clearly understood between the parties that all the drafts of the Agreement, Deeds, including conveyance deed will be prepared by the Advocate of Developer; however the expenses for preparations of such drafts/documents shall be borne and paid by the Purchaser.

28 That developer has allowed Mr. Francis Alvares to take his vehicle through the access left by the developer to go to his plot.

29. Both the parties are entitled for specific performance of the present Agreement and compensation in terms of money will be an additional remedy.

SCHEDULE 'I'

ALL THAT PLOT OF LAND being plot no. III and VI having total area 8101 sq. mtrs which plots are forming part of the bigger property known as GORBATA @ PALMAR DE HERDICHEM MOLLA AO SUL DE TILVASSAY @ FOKRU BHATT @ FOKRU BHAT situated at Ponda, within the area and jurisdiction of Ponda Municipal Council, Taluka and sub-district of Ponda, District of then North Goa and now South Goa, State of Goa, which property as a whole is registered in the land registration office Ilhas Goa under no. 7283 of Book B 19 and also enrolled in the matriz records under no. 124 and bearing old cadastral survey no. 144. The said plot no. III & VI are forming an independent and separate plots surveyed under survey no. 129/0(part) and also identified as 129/1 (part) of village Ponda and is bounded as under;-

East : with the land of Shankar Kaissare and others.
West : with the plot nos. II and V allotted to Premanand A.X.Verenkar.
North : with the land of the said Shankar Kaissare and others & Nalla.

South : with the Public road.

SCHEDULE-II

ALL THAT Plot C having an area 322 sq. mtrs approximately forming part of plot no. VI and plot no. 11-A having an area 273 sq. mtrs forming part of plot no. 11 of the property more particularly described in SCHEDULE 'I' herein above written forming an independent and separate property shown on the plan annexed hereto and recently surveyed under survey No. 129/1 (part) of then Queula and now Ponda village.

The said plot C having an area 322 sq. mtrs is bounded as under:

East : with the approach road 1.00 mtr wide.
West : with the remaining part of property surveyed under survey no. 129/1.
North : with the plot B.
South : with the remaining part of the plot no. 6 of the Zoirama J.S.Verencar and presently plot no. 11-A.

The said plot 11-A having an area 273 sq. mtrs is bounded as under:

- East : by access road 6.00 mtrs wide.
West : by the remaining part of property surveyed under survey no. 129/1.
North : by plot C belonging to Babuli J.S.Verenkar.
South : by plot no. 11-B.

SCHEDULE-III

ALL THAT amalgamated plot having an area 595 sq. mtrs approximately or thereabout which portions is/are disannexed from the property more particularly described in SCHEDULE 'I' herein above written forming an independent and separate property shown on the plan annexed hereto and after amalgamation surveyed under survey No. 129/1-F of Ponda village and is bounded as under:-

- East : By road and property surveyed under survey no. 129/1.
By the property surveyed under survey no. 129/1 of
West : Ponda village.
By the property surveyed under survey no. 129/1 of
North : Ponda village.
South : By plot surveyed under survey no. 129/1-D.

SCHEDULE-'IV'

(Description of Premises)

ALL THAT PREMISES being flat no. having an area sq. mtrs (Carpet area) on floor and

parking slot No.on ground floor of the building known as “ROYAL ENCLAVES” constructed in the property/plot/s more particularly described in SCHEDULE III hereinabove written and the said premises is more clearly shown on the plan annexed to this agreement with red colour boundary line. The said flat No. is bounded as under:

North : By.....
South : By.....
East : By.....
West : By.....

ANNEXURE-II

STRUCTURE

- RCC framed structure.

BATHROOM

- Full height tiles.
- Hot/cold provision.
- Branded sanitary ware & Faucets/taps
- Exhaust fan points.
- Water control for individual bathrooms.

FLOORING

- Vitrified Tiling.

WALL FINISH

- Non-toxic/breathable putty for preparatory surface with washable paint.
- External wall with water repulsive paint.

KITCHEN

- Granite platform with high grade stainless steel single drain hole sink with drain board.
- Designer Dado tiles above platform.
- Electrical/plumbing provision for microwave/heater/aqua guard/washing machine/fridge & other utilities.
- Exhaust fan point.

DOORS & WINDOWS

- Teak wood frame & shutters for main door.
- Windows will be sliding made of Aluminum with powder coating.
- Master bedroom external door will sliding made of aluminum with powder coating.

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- Internal doors for bedroom & kitchen will be flush/FRP type.
- Fiber reinforced water resistant doors for bathroom & doors frame made of granite for long lasting.
- 3 phase wiring with premium cables.
- Inverter provision
- Branded range of switches.
- Alternate geyser points in bathroom/kitchen.
- A/C points for living room & bedrooms.
- Cable TV provision in all rooms.
- Bedside 2 ways points in bedroom

ELECTRICALS

Note:- Grills, home appliances, electrical equipment, fans/bulbs are not included in the cost and it will be at purchasers responsibility. Grills design/patterns as per the developers choice and purchaser has no say over the same.

Lift:- six passenger lift stopping on all floors.

SCHEDULE 'V'
(PAYMENT SCHEDULE)

a) Booking amount	10%
b) Before Plinth level	20%
c) Before 1 st slab	15%
d) Before 2 nd slab	15%
e) Before 3 rd slab	15%
f) Before Roof slab	15%
g) Before Masonry work + plaster	5%
h) Before Electrical, plumbing	2%
i) Before Tiling, Doors fitting & painting	2%
j) On completion/before possession	1%
k) GST (Subject to variations)	12%

The Purchaser will retain the original Agreement and the Developer will retain the Xerox Copy.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and signatures on the day, month, year and place first hereinabove mentioned.

SIGNED, SEALED AND)
DELIVERED BY THE)
WITHIN NAMED- THE)
VENDORS - THROUGH THEIR)
ATTORNEY - MR. ANTHONY)

LUCIO FRANCIS)
FERNANDES.) _____

LEFT HAND FINGER PRINTS OF THE ATTORNEY

RIGHT HAND FINGER PRINTS OF THE ATTORNEY

SIGNED SEALED AND)
DELIVERED BY THE)
WITHIN NAMED - THE)
DEVELOPERS - M/S J.C.)
DEVELOPERS & BUILDERS -)
REPRESENTED BY ITS SOLE)
PROPRIETOR MR. ANTHONY)
LUCIO FRANCIS)
FERNANDES.) _____

LEFT HAND FINGER PRINTS OF THE DEVELOPER.

RIGHT HAND FINGER PRINTS OF THE DEVELOPER.

SIGNED SEALED AND)
DELIVERED BY THE)
WITHIN NAMED - THE)
PURCHASER -)

LEFT HAND FINGER PRINTS OF THE PURCHASER

RIGHT HAND FINGER PRINTS OF THE PURCHASER

WITNESSES:

- 1.
- 2.