

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mapusa, Taluka Registration and Sub-District of Bardez, District of North Goa, State of Goa on this **day of May in the year Two Thousand and Twenty** (...../05/2020);

BETWEEN

SUNESTATES DEVELOPERS LIMITED LIABILITY PARTNERSHIP (hereinafter referred to as “**SEDLLP**” in short), having its registered Office at H.No.331/3, Opposite Bank of India, Bhati Wada, Nerul, Bardez-Goa 403114 duly represented by its Partners namely:

(1)MR. SURAJ alias SURAJDATTA SAGUN MORAJKAR,
son of late Sagun Morajkar aged 47 years, holding PAN Card No. AEMPM7614J, having DIN 02575853 and;

(2)MRS. SANJANA SURAJ alias SURAJDATTA MORAJKAR, D/o Krishna Tulsulkar aged 45 years, Holder of Pan Card bearing No. AFVPM8836J, having DIN 02575863, Both Indian Nationals and presently residing at H.No.1679-A , Saipem, Candolim, Bardez – Goa 403515 being collectively referred to as the “**OWNERS/PROMOTERS**” (which expression shall unless repugnant include its heirs, successors, legal representatives and assigns) of the **FIRST PART.**

AND

MR., aged years, married/unmarried, Occupation, son of, Holder of PAN Card bearing No., and Aadhar Card No., Indian National and residing at hereinafter referred to as the

"ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her legal representatives, successors and permitted assigns) of the **OTHER PART**

The **OWNERS/ PROMOTER NO.1 and 2** are herein represented by their duly constituted Power of Attorney Holder, his brother /brother-in-law **MR. SIDHARTH MORAJKAR**, son of Mr. Sagun Morajkar, aged 43 years, married, business, Holder of PAN NO. ALSPS9013L, Indian National and resident of Saipem, Candolim, Bardez, Goa, vide Power of Attorney dated 15/05/2019 duly notarized before Advocate and Notary L.M Gajinkar Panaji, Goa, under Sr. No. 4794/2019 dated 15/05/2019.

WHEREAS there exists an immovable property known as **"SALICHEM BATA"**, also known as **"SAIBHAT"** also known as **"FOLLEACHY ARADDY"** also known as **"SALICHEM BHAT"** totally admeasuring 2300 sq.mts surveyed under Survey No.94/4 situated at Marra, Bardez-Goa within the limits of the Village Panchayat of Marra-Pilerne Registration Sub-District of Bardez, District of North Goa, State of Goa, which shall hereinafter referred to as the **"Said Larger Property"** and is better described under **SCHEDULE I**.

AND WHEREAS this **Said Larger Property** was originally a part of the separate two thirds part of the property known as **'Half of the Eastern side of Salichem Bata or Folleachy Araddy'** which property as a whole, was described in the Land Registration Office of Bardez under Description No. 9746 of Book B 26 New at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859.

AND WHEREAS the said larger property originally belonged to one Mr. Putty Poroba Chimbolcar.

AND WHEREAS vide Deed of Sale and Cancellation dated 21/12/1901, said Putty Poroba Chimbolcar sold the said property to Vincente Sebastiao Pereira.

AND WHEREAS on 26/12/1901, at the request of Vincent Sebastiao Pereira, the Office of the Land Registrar of Ilhas cancelled the Mortgage Inscription No. 2186 made on Book C 10 new at Folio 31 overleaf on the property described in the Land Registration Office of Bardez under No. 1864 of Book B 1, new of Transcriptions of Bardez which was constituted by Puty Porobo Chimbolcar and his wives in favour of said Vincent Sebastiao Pereira.

AND WHEREAS on 26/12/1901 the name of said Vincent Sebastiao Pereira was permanently inscribed under Inscription No.5969 of Book 55 at folio 31 overleaf, by virtue of Deed of sale and Cancellation dated 21/12/1901 and the said property was purchased by Vincent Sebastiao Pereira came to be described under No. 9746 of book B 26 new at folio 7 as a distinct and independent property.

AND WHEREAS Vide Deed of Gift dated 08/3/1914, said Vincente Sebastiao Pereira gifted the said property to his son David Josinho Pereira with the right of usufruct.

AND WHEREAS by Virtue of said Deed of Gift dated 08/3/1914, said Shri. David Josinho Pereira became Owner in possession of the said property.

AND WHEREAS said Shri David Josinho Pereira was married to Teresa Paulina Pereira under the regime of communion of assets.

AND WHEREAS Shri. David Josinho Pereira and said Teresa Paulina Pereira expired on 13th of December 1959 and 23rd of January 1982 respectively without any will or other disposition of their last wish but leaving behind their sole and universal heirs their following children namely:

- a) Mrs. Maxy Fernand married to Mrs. Frank Fernand
- b) Mrs. Mary D Souza married to Mr. Alex D Souza
- c) Mrs. Carmen Carvalho married to Mr. Edmund Carvalho
- d) Mr. Sebastian Pereira married to Mrs. Alexandra Pereira.

AND WHEREAS upon the death of said Mr. David Josinho Pereira and his wife Teresa Paulina Pereira, Inventory Proceedings came to be instituted in the Court of the Civil Judge Senior Division at Mapusa-Goa bearing Case No. I.P 234/2007/C wherein as per the Statement on Oath of the Cabeça de Casal following heirs of Mr. David Josinho Pereira and said Teresa Paulina Pereira came to be recorded in the said Inventory Proceedings.

1. That said Maxy Fernand expired on 7th of June 1965 without any will or other disposition of her last wish leaving behind Mr Frank Fernand as her half sharer who also expired subsequently on 1st of April 2007 leaving behind as their sole and universal heirs their following children :-

- a) Mrs Doris Mehra married to Vimal Mehra and;
- b) Elfin Fernand.

2. Mrs. Mary D Souza married to Mr. Alex D Souza.

3. Mrs. Carmen Carvalho married to Mr. Edmund Carvalho.

4. That said Sebastian Pereira expired on 27th of June 2005

leaving behind his widow said Mrs. Alexandra Pereira and as his sole and universal heirs his following children namely:

- a) Mrs. Jennifer Tanwar married to Mr. Subhas Singh Tanwar.
- b) Mr. Keith Pereira married to Mrs. Sandra Pereira.
- c) Mrs. Charmaine Fernandes married to Mr. Merwyn Fernandes.

5. That said Keith Pereira expired on 1st of March 2004 leaving behind his widow said Mrs. Sandra Pereira as his sole and universal heir.

AND WHEREAS in the said Inventory proceedings, the above said property came to be listed at Item No. 2 and as per the Chart of Allotment the said property came to be allotted to said Doris Mehra, Elfin Fernand, Mary D'Souza, Carmen Carvalho, Alexandra Pereira, Jennifer Tanwar, Sandra Pereira and Charmaine Fernandes and the Chart of Allotment was confirmed and made absolute vide Order dated 24/07/2008 passed by the Civil Judge Senior Division at Mapusa-Goa.

AND WHEREAS Mrs. Alexandra Pereira expired on 20/03/2013 leaving behind the above sole and universal heirs namely:

- a) Mrs. Jennifer Tanwar married to Mr. Subhas Singh Tanwar.
- b) Mr. Keith Pereira married to Mrs. Sandra Pereira.
- c) Mrs. Charmaine Fernandes married to Mr. Merwyn Fernandes.

AND WHEREAS Mrs. Charmaine Carvalho expired on 04/08/2014, without any will or other disposition of her last wish, leaving behind her widower Mr. Edmund Carvalho as

her half sharer and as sole and universal heirs, the following Children:

- a) Mr. Carl Carvalho and
- b) Mrs. Cheryl Esmeralda Carvalho.

AND WHEREAS vide Deed of Succession dated 24/08/2015 registered in the Office of the Sub Registrar under No. 851 at pages 19 to 20 v dated 28/04/2015, said Mr. Edmund Carvalho, Mr. Carl Carvalho and Mrs. Cheryl Esmeralda Carvalho were declared as heirs of Mrs. Carmen Carvalho.

AND WHEREAS vide Deed of Sale dated 27/07/2016, registered under No. BRZ-BK1-03359-2016, Book-1 Document CD Number BRZD781 dated 27/07/2016, said Mrs. Elfin Fernand, Ms. Doris Mehra, Mr. Vimal Mehra, Ms. Mary D'Souza alias Rose Mary D'Souza, Mr. Alex Theodore D'Souza, Mrs. Sandra Pereira, Ms. Charmaine Fernandes, Mr. Merwyn Fernandes and Mrs. Jennifer Tanwar, Mr. Subhas Singh Tanwar sold and/ or conveyed their identified 3/4th undivided share corresponding to an area admeasuring 1132.5 sq. mts/1150 sq. mts. in favour of Mr. Suraj alias Surajdatta Morajkar in his individual capacity.

AND WHEREAS vide Deed of Sale dated 30/08/2016, Registered under No. BRZ-BK1-03837-2016, Book-1 Document CD Number BRZD782 dated 01/09/2016, said Mr. Edmund Carvalho, Mr. Carl Bruno Carvalho and Ms. Cheryl Carvalho sold and or conveyed their identified 1/4th undivided share corresponding to an area admeasuring 377.5 sq. mts/1150 sq. mts. in favour of Mr. Suraj alias Surajdatta Morajkar in his individual capacity.

AND WHEREAS vide of the Deed of Sale dated 27/07/2016 and Deed of Sale dated 30/08/2016, Mr. Suraj alias

Surajdatta Morajkar along with his wife Mrs. Sanjana S. Morajkar by virtue of Communion of assets prevailing in the State of Goa became the Absolute Owner in possession of the property admeasuring 1510 sq. mts, which shall hereinafter referred to as the **“SAID PROPERTY”** and is more particularly described under **SCHEDULE II**.

AND WHEREAS accordingly Mr. Suraj alias Surajdatta Morajkar got his name included in the Occupant’s Column of Form I & XIV of the said property bearing Survey No. 94/4 of village Marra for an area admeasuring 1510 sq. mts.

AND WHEREAS said Mr. Suraj alias Surajdatta Morajkar initiated Partition Proceedings before the Office of the Deputy Collector and S.D.O. at Mapusa, Bardez, Goa, for Partition of 1510 sq. mts, which was Registered under Partition Proceedings No. 15/267/2016/PART/LAND/II.

AND WHEREAS vide Order dated 20/3/2018 passed in the above partition proceedings, the said area admeasuring 1510 sq. mts was partitioned and allotted new Survey No. 94/4-A of Village Marra. That the said property shall be referred to as the **“PROJECT LAND”** as per **RERA**.

AND WHEREAS in pursuance of the same, the following Permissions and Licences were issued for development of the said Project Land:

(a) SANAD bearing No.4/373/CNV/AC-3/2018/113 dated 25/01/2019 issued by the Additional Collector –III, North Goa District, Mapusa- Goa.

AND WHEREAS said Mr. Suraj alias Surajdatta Morajkar has obtained plans of the Layout as proposed by him and approved by the concerned competent authority according to

which the construction of the said Project is proposed to be provided for on the said project;

AND WHEREAS said Mr. Suraj alias Surajdatta Morajkar has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project building 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 Project.

AND WHEREAS said Mr. Suraj alias Surajdatta Morajkar along with his wife Mrs. Sanjana S. Morajkar have incorporated their business into Partnership Firm in the name of Sun Estates Developers Limited Liability Partnership and said Mr. Suraj alias Surajdatta Morajkar along with his wife Mrs. Sanjana S. Morajkar became the Partners by virtue of the Partnership Agreement dated 10/08/2018 and it holds Certificate of Incorporation dated 10th August, 2018 allotting LLP identification No. AAN-1325 formally laid before the partners at the time of execution of this Agreement.

AND WHEREAS vide Deed of Transfer dated 03/06/2019 bearing Registration No. BRZ-1-1559-2019, Book 1 Document dated 03/06/2019 Mr. Suraj alias Surajdatta Morajkar along with his wife Mrs. Sanjana S. Morajkar transferred and or conveyed their rights to the said property in favour of the Promoters.

AND WHEREAS vide said Deed of Transfer dated 03/06/2019, all the permissions/approvals/NOC's/Licenses obtained or which are in the process of obtaining from the concerned

authorities with respect to the development of the said property also stood transferred in favour of the Promoters.

AND WHEREAS said Mr. Suraj alias Surajdatta Morajkar has obtained Certificate of Title issued by his Legal Practitioner showing the nature of the title of the Owner and the development rights to the said Project Land to Promoter to the said project land on which the Apartments are being constructed.

AND WHEREAS the Promoters are entitled and authorized/enjoined to construct residential Apartments on the said Project land in accordance with the recitals hereinabove.

AND WHEREAS the Promoters represents that the said Project Land is free from encumbrances and/or defect in title.

AND WHEREAS no charge or lien or mortgage exists of the Said Project Land.

AND WHEREAS there are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature over the said Project land, Promoter being the sole and exclusive owner of the said Project land.

AND WHEREAS the said Project land is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies.

AND WHEREAS the said Project land is not the subject matter of any notices and/or proceedings under the

provisions of the Land Acquisition Act and/or Requisition Act.

AND WHEREAS the Promoter No.1 has proposed development and construction in the said Project Land.

AND WHEREAS the Promoter No.1 has proposed to construct on the said project land, residential Building comprising of Residential Apartments together with circulation and passages, clubhouse/amenities, parking, Swimming Pool and services, common areas, which scheme when completed shall be known as and hereinafter be referred to as **“SOL SAIPEM QUARRY”** by Sun Estates Developers. (Hereinafter referred to as **“THE SAID PROJECT”**). The Masterplan of the said Project has been annexed hereto as **“ANNEXURE-A”**.

AND WHEREAS the Promoter No.1 has appointed an Architect registered with the Council of Architects;

AND WHEREAS the Promoter No.1 has appointed a Structural Engineer for the preparation of the structural design and drawings of the Apartments together with circulation and passages, clubhouse/amenities, parking, Swimming Pool and services, common areas,.

AND WHEREAS the Promoter No.1 accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Project;

AND WHEREAS while sanctioning the said permissions, licences and plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter No.1 while developing the said

project land and the said Project and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said Project shall be granted by the concerned local authority.

AND WHEREAS the Promoter No.1 shall accordingly commence construction of the said Project in accordance with the said approved plans.

AND WHEREAS the Promoter No.1 is in the process of registering the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa.

AND WHEREAS the ALLOTTEE has approached the Promoter No.1 to purchase an Apartment being constructed in the Said Project;

AND WHEREAS the Promoters by virtue of the said Deed of Transfer dated 03/06/2019 has sole and exclusive right to sell the Apartments in the said Project i.e. **“SAIPEM QUARRY”** alias **“SOL SAIPEM QUARRY”** being constructed by him on the said project land and to enter into Agreement with the ALLOTTEE of the Said Apartment and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the ALLOTTEE, the Promoter No.1 has given inspection and copies to the ALLOTTEE of all the documents of title relating to the Said Project Land and the plans, designs and specifications prepared by the Architects 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 of

the Promoter No.1 and the ALLOTTEE has acknowledged the receipt of the same.

AND WHEREAS the ALLOTTEE has agreed to purchase a unfurnished BHK **Apartment bearing no.** on the floor in the said Project **“Sol Saipem Quarry”**, (herein after referred to as the **“SAID APARTMENT”** and described in **SCHEDULE-III** hereunder) being constructed on the Said Project Land by the Promoter for a total consideration of **Rs./- (Rupees Only)**.

AND WHEREAS the Floor Plan of the said Apartment agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto and shall hereinafter be referred to as **“ANNEXURE-B”**.

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 under section 13 of the said Act, the Promoter No.1 is required to execute a written Agreement for Sale of Said Apartment with the ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the ALLOTTEE hereby agrees to purchase

the Said Apartment along with the parking and other amenities.

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

1. PROJECT AND/OR SAID APARTMENT:

a) The Promoter has proposed to construct on the said project land (more particularly described in **SCHEDULE-II** hereunder), a residential complex comprising of approximately Apartments together with Clubhouse, Gazebo, Clock Tower, Security cabins, Swimming Pool, common areas, which scheme when completed shall be known as and hereinafter be referred to as **“SOL SAIPEM QUARRY”** by Sun Estates Developers. (Hereinafter referred to as **“THE SAID PROJECT”**). The Masterplan of the said Project has been annexed hereto as **“ANNEXURE-A”**.

b) The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the ALLOTTEE the said Apartment identified as **Apartment** of **Type BHK** having Carpet Area of the Apartment as per RERA admeasuring sq.mts., Exclusive Balcony Carpet area admeasuring sq.mts., Total Carpet Area admeasuring sq. metres, built up area admeasuring sq.mts., common area of the entire project (Circulation+ Passages+ Amenities+ Services) admeasuring sq.mts. situated on the Floor along with proportionate undivided share corresponding to the said Property in which the said Project **“SOL SAIPEM QUARRY”**, is being constructed on the said Project Land (Hereinafter referred to as **“THE SAID APARTMENT”** and more particularly described in **SCHEDULE-III**) of the Building called **“SAIPEM QUARRY”** (hereinafter referred to

as the said **“BUILDING”**) hereunder for a total consideration of **Rs./- (Rupees Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the Said Apartment together with the proportionate undivided share to the said Project Land corresponding to the said Apartment.

Provided that the Promoter No.1 shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the Said Apartment of the ALLOTTEE, except any alteration or addition required by any Government authorities or due to change in law.

c) The Specifications and Amenities of the Said Apartment as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-IV** hereto.

d) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) shall be provided by the Promoter in the said Project and the said Apartment.

e) The Common Areas and Facilities to the Said Apartment as agreed to be provided by the Promoter to the ALLOTTEE for the Said Apartment has been more particularly described and/or mentioned in **SCHEDULE-V** hereto.

2.CONSIDERATION

In lieu of the consideration amount of/- **(RupeesOnly)**, the ALLOTTEE has paid to the Promoter No.1 the following amount:

a) A sum of **Rs./- (Rupees Only)** vide **RTGS dated**

prior to the execution of these presents, being an advance payment as provided in Section 13 of the said Act (the payment and receipt whereof the Promoter hereby admit and acknowledge) after deducting an amount of **Rs./- (Rupees Only)** towards 1% TDS as per the provisions of the Income Tax Act and the ALLOTTEE has agreed to pay the balance of the sale consideration of **Rs./- (Rupees Only)** at the time of execution of the Deed of Sale.

b) The ALLOTTEE shall pay to the Promoters, Goods and Services Tax (GST) **5%** at the time of Payment of every instalment towards purchase of the said Apartment.

c) The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter) up to the date of handing over the possession of the Said Apartment.

d) 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time.

e) The Promoter No.1 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 Promoter 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, which shall only be applicable on subsequent payments.

f) The Promoter No.1 may allow, in its sole discretion, a rebate for early payments of equal instalments 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 the ALLOTTEE by the Promoter No.1.

g) The Promoter No.1 shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the said Project is complete and the Completion Certificate/ Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent.

h) 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 money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estates Projects, Registration of Real Estates Agents, Rates of Interest and disclosures on Website) Rules, 2017 (hereinafter referred to as the **“Said Rules”**) from the date when such an excess amount was paid by the 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

adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

i) The ALLOTTEE authorizes the Promoter No.1 to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the Promoter may in its sole discretion deem fit and the ALLOTTEE undertake not to object/demand/direct the Promoter No.1 to adjust their payments in any manner.

j) The Promoter No.1 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 Apartment the ALLOTTEE, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Apartment.

2. FLOOR AREA RATIO (FAR):

The Promoter No.1 hereby declares that the Floor Area Ratio available as on date in respect of the said Project Land is 50% as mentioned in the Development Control Regulation which are applicable to the said Project.

3. POSSESSION:-

a) Delivery of Possession: The Promoter shall give possession of the Said Apartment to the ALLOTTEE on or before **30th December, 2020. (Due Possession Date)** with an extension of 6 months i.e. on or before **June 2021 (Extended Period).**

Time is essence for the Promoter No.1 as well as the ALLOTTEE. The Promoter No.1 shall abide by the time schedule for completing the said project and handing over the Said Apartment to the ALLOTTEE 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 Promoter No.1 as per the Agreement.

Similarly, the ALLOTTEE shall make timely payments of the instalment and other dues payable by them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter No.1.

b) Delayed Possession /breach(es)/Payments:

i) If the Promoter No.1 fails to abide by the time schedule for completing the said project and handing over the Said Apartment to the ALLOTTEE, the Promoter agrees to pay to the ALLOTTEE, who does not intend to withdraw from the said project, interest as specified in Sec. 18 of the said Rules, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession.

ii) If the Promoter No.1 fails or neglects to give possession of the Said Apartment to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date, if the ALLOTTEE wish to terminate this Agreement, then the Promoter shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the Said Apartment with interest as specified in Rule 18 of the said Rules, from the date the Promoter No.1 received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter No.1 shall be entitled to reasonable extension of time of maximum 2-3 years for giving delivery of Said Apartment on the aforesaid date, if the

completion of the said Project in which the Said Apartment is to be situated is delayed on account of:

- a) war, civil commotion or Act of God ;
- b) Any Notice, Order, Rule, Notification of the Government and/or other public or competent authority/court.

iii) The ALLOTTEE agrees to pay to the Promoter No.1, interest as specified in Rule 18 of the said Rules, on all the delayed payment which become due and payable by the ALLOTTEE to the Promoter under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE to the Promoter No.1.

iv) Without prejudice to the right of Promoter No.1 to charge interest on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the Promoter No.1 under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of instalments, the Promoter/Promoter No.1 shall at his own option, may terminate this Agreement.

Provided that, the Promoter No.1 shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post A.D. at the address provided by the ALLOTTEE and/or 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 Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

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

c)Procedure for taking Possession: The Promoter shall within 7 days of obtaining the Occupancy Certificate from the competent authority and upon payment made by the ALLOTTEE as per the Agreement, offer possession of the Said Apartment to the ALLOTTEE intimating in writing that the Said Apartment is ready for use and Occupancy of the Said Apartment to be taken within 1 (one month) from the date of receipt of such notice and the ALLOTTEE shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Said Apartment to the ALLOTTEE.

d)Failure of ALLOTTEE to take Possession of Said Apartment: In case the ALLOTTEE fails to take possession within the time provided as above, 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 thereon.

e)Defect(s):

(i) If within a period of five years from the date of handing over the Said Apartment to the ALLOTTEE, the ALLOTTEE brings to the notice of the Promoter any structural defect in the Said Apartment or the said Project in which the Said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the 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.

(ii) In case the ALLOTTEE carry out any work within the Said Apartment after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining 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 at nominal charges.

(iii) Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.

f) Use of said Apartment:

The ALLOTTEE shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

g) Deposits at the time of taking possession:

I. The ALLOTTEE shall on or before delivery of possession of the Said Apartment keep deposited with the Promoter, the following approximate amounts, more particularly

described in **SCHEDULE-VI** which may be subject to changes as per actuals towards:

- i.** Share money, application entrance fee of the society or any other entity;
 - ii.** Formation and registration of the society or any other entity;
 - iii.** Proportionate share of taxes and other charges/levies in respect of the society or any other entity;
 - iv.** Deposit of provisional monthly contribution towards outgoings of society or any other entity;
 - v.** Deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;
 - vi.** Deposits of electrical receiving and sub-station provided in Layout;
 - vii.** Legal charges;
 - viii.** Infrastructure Tax;
 - ix.** Corpus in respect of the society or any other entity;
 - x.** Stamp Duty and Registration Charges;
 - xi.** Maintenance plus GST per month;
 - xii.** Annual House Tax and House Tax Transfer;
 - xiii.** Bear and pay the proportionate share of outgoings in respect of the said project land and said project 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 etc.
 - xiv.** All other expenses necessary and incidental to the management and maintenance of the said project land.
- II.** The ALLOTTEE shall pay to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said society or any

other entity and for preparing its rules, regulations and bye-laws as per actuals.

4. MAINTENANCE OF THE COMPLEX:

i) The Promoter undertakes to maintain the complex till such time the society or any other entity is formed and registered.

ii) Until the society or any other entity is formed and the said Project/ Apartment is transferred to it, the ALLOTTEE shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter.

iii) The ALLOTTEE undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

iv) It is agreed that non-payment or default in payment of outgoings on time by ALLOTTEE shall be regarded as default on the part of the ALLOTTEE and shall entitle the Promoter to charge interest on dues, in accordance with the terms and conditions contained herein.

5. FORMATION OF SOCIETY OR ANY OTHER ENTITY:

i) The ALLOTTEE along with other ALLOTTEES(s) of Apartments in the said Project shall join in forming and registering the society or any other entity to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, duly fill in, sign and return to the Promoter within

seven days of the same being forwarded by the Promoter to the ALLOTTEE, so as to enable the Promoter to register the society or any other entity.

ii) No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative societies, as the case may be, or any other competent authority.

iii) The ALLOTTEE further agrees that till the ALLOTTEE share is so determined, the ALLOTTEE shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the ALLOTTEE to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or any other entity as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or any other entity, as the case may be.

iv) Time is essence for the Promoters as well as the ALLOTTEE. The Promoter shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the ALLOTTEE have paid all the consideration and other sums due and payable to the Promoter as per the Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the ALLOTTEE as follows:

- i.**The Promoter No.1 has clear and marketable title with respect to the said Project Land; as declared in the title report and the Promoter No.1 has the requisite rights to carry out Development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;
- ii.**The Promoter No.1 has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii.**There are no encumbrances upon the said Project Land except those disclosed in the title report;
- iv.**There are no litigations pending before any Court of law with respect to the said Project Land or said Project except those disclosed in the title report;
- v.** All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land/and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Project Land/and Said Apartment shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land/Said Apartment and common areas till its transfer to the society or any other entity;
- vi.**The Promoter No.1 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 Promoter No.1 has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the said Project Land, including the said Project

and the Said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

- viii.** The Promoter No.1 confirms that they are not restricted in any manner whatsoever from selling the Said Apartment to the ALLOTTEE in the manner contemplated in this Agreement;
- ix.** Upon formation and registration of the society or any other entity, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity;
- x.** The Promoter No.1 has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi.** No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoters in respect of the said project land and/or the said Project except those disclosed in the title report;

7. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

The ALLOTTEE themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- i.** To maintain the Said Apartment at the ALLOTTEE own cost in good and tenantable repair and condition from the date that the possession of the Said apartment is taken and shall not do or suffer to be done anything in or to the said Project in which the Said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or

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

- ii.** Not to use the Said Apartment for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Said Apartment 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 Project in which the Said apartment is situated, including entrances of the said Project in which the Said apartment is situated and in case any damage is caused to the Said Apartment 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 and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the ALLOTTEE and shall not do or suffer to be done anything in or to the said Project in which the Said apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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, nor at any time make or cause to be made any addition or alteration of

whatever nature in or to the Said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project in which the Said apartment is situated and shall keep the portion, sewers, drains and pipes in the Said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the Said apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Apartment without the prior written permission of the Promoter and/or the society or any other entity.

- v.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Apartment and or the said project land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the said Project and/or said Project land in which the Said apartment is situated.
- vii.** Pay to the Promoter within fifteen days of demand by the Promoter, 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 Project/building or said Project land in which the Said apartment is situated.
- viii.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

Said Apartment 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 Apartment until all the dues payable by the ALLOTTEE to the Promoter under this Agreement are fully paid up.
- x.** The ALLOTTEE shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project for the time being in force regarding the occupancy and use of the Said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi.** Till a conveyance of the Said apartment is executed in favour of the ALLOTTEE, the ALLOTTEE shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Apartment or any part thereof to view and examine the state and condition thereof.

8. INDEMNITY:

The Promoters agree and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

9. SEPARATE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

10. SAVINGS CLAUSE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartment or of the said Project or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Said Apartment along with proportionate indivisible share agreed to be sold to him. All unsold or unallotted inventory/shall continue to remain the Property of the Promoter until sold/allotted/ transferred to the society or any other entity as hereinbefore mentioned.

11. MORTGAGE OR CREATION OF CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such said Apartment.

12. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEE by the Promoters does not create a binding obligation on the part of the Promoter 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 Promoter.

If the ALLOTTEE(s) fail to execute and deliver to the Promoter 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 Promoter, then the Promoter 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, allotment of the said Apartment to 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.

13. ENTIRE AGREEMENT

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

14. RIGHT TO AMEND:

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

15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE:

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 Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE of the said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

16. 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 the 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.

17. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER 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 in the said Project, the same shall be in proportion to the carpet area of the Said apartment to the total carpet area of all the Apartments in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of respective ALLOTTEE.

18. 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.

19. EXECUTION OF THE AGREEMENT:

a) The execution of this Agreement shall be complete only upon its execution by the Promoter or through its authorized signatory at the office of the Promoter or at some other place, which may be mutually agreed between the Promoter and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

b) The ALLOTTEE and/or Promoter or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter or its authorized signatory will attend such office and admit execution thereof.

20. NOTICES & CORRESPONDENCES:

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

b) That in case there are Joint ALLOTTEE, all communications shall be sent by the Promoter to the ALLOTTEE whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the ALLOTTEE.

c) It shall be the duty of the ALLOTTEE and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D and notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the ALLOTTEE, as the case may be.

21. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE. The Present value of the Said Apartment is **Rs./-** **(Rupees Only)** and as such stamp duty @2.9 % i.e. **Rs...../-(RupeesOnly)** is embossed on the present Agreement, which is borne and paid by the ALLOTTEE.

22. EXECUTION OF DEED OF SALE

The Owners/Promoters shall execute final Deed of Sale in respect to the said Apartment in favour of the ALLOTTEE on or before June, 2020 upon obtaining the Occupancy Certificate or within such time, the period is extended due to reasons not attributed to the Owners/ Promoters.

Provided balance Stamp duty and Registration charges or any other taxes or cess or Fees as payable by the ALLOTTEE to the Owners/ Promoters is paid to the Owners/Promoters.

Provided further that all amounts payable to the Owners/ Promoters in terms of this Agreement for sale as per the

payment Plan and Extra Costs as described in the Schedule VI and VII respectively is paid to the Owners/Promoters.

23. 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.

24. 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 Goa will have the jurisdiction for this Agreement.

- 25.** That the Scheduled property is non-agricultural property and this present Document of Agreement for Sale and the transactions are complying with the Foreign Exchange Management Act, 1999 and Reserve Bank of India Guidelines. The Office of Civil Registrar-cum-Sub-Registrar of Bardez shall not be responsible if the parties violate FEMA and RBI guidelines.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SCHEDULE-I

DESCRIPTION OF THE SAID LARGER PROPERTY)

ALL THAT immovable property identified as “**SALICHEM BATA**” also known as “**FOLLECHY ARADDY**” also known as “**SAIBHAT**” also known as “**SALICHEM BHAT**” totally admeasures 2300 sq. mts, surveyed under Survey No. 94/4, situated at Marra, within the limits of jurisdiction of the Village Panchayat of Pilerne Marra, Taluka Registration and Sub-District of Bardez, District of North Goa within the State of Goa, which property which property was originally a part of the separate two thirds part of the property known as ‘**Half of the eastern side of Salichem Bata or Folleachy Araddy**’ which property as a whole, was described in the Land Registration Office of Bardez under Description No. 9746 of Book B 26 New at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859 and is bounded as under:

To the East: By the property bearing Survey No. 94/5 of Marra;

To the West: By the Road and by the property bearing Survey No. 94/3 of Village Marra;

To the North: By the properties bearing Survey No. 94/3 and 95 of Village Marra;

To the South: By the property bearing Survey No. 94/5 of Marra;

SCHEDULE-II

DESCRIPTION OF THE SAID PROPERTY)

ALL THAT IMMOVABLE PROPERTY identified as “**SALICHEM BATA**” also known as “**FOLLECHY ARADDY**” also known as “**SAIBHAT**” also known as “**SALICHEM BHAT**” admeasuring an area of 1510 square meters, surveyed under Survey No. 94/4-A, being the PART AND PARCEL of the Larger property described hereinabove in Schedule I situated at Marra, within the limits of jurisdiction of the Village Panchayat of Marra-Pilerne, Taluka Registration and Sub-District of Bardez, District of North

Goa within the State of Goa, described in the Land Registration Office of Bardez under Description No. 9746 of Book B 26 New at folio 7 and enrolled in the Taluka Revenue Office under Matriz No. 859 and is bounded as under:

To the East: By the properties bearing Survey No. 94/4 and 94/5 of Village Marra;

To the West: By the property bearing Survey No. 94/3 and 94/4 of Village Marra;

To the North: By the property bearing Survey No. 95/1 of Village Marra;

To the South: By the property bearing Survey No. 94/4 of Village Marra and road;

SCHEDULE-III

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT UNFURNISHED APARTMENT identified as **Apartment bearing No. of Type BHK** Carpet Area of the Apartment as per RERA admeasuring sq.mts., Exclusive Balcony Carpet area admeasuring sq.mts., Total Carpet Area admeasuring sq. metres, built up area admeasuring sq.mts., common area of the entire project (Circulation+ Passages+ Amenities+ Services) admeasuring sq.mts. situated on the Floor along with proportionate undivided share corresponding to the said Property in which the said Project **“SOL SAIPEM QUARRY”**, is being constructed on the said property described in **Schedule-II** hereinabove.

(The Said Apartment plan is annexed hereto marked as **“ANNEXURE-B”**).

SCHEDULE-IV

**(SPECIFICATION AND AMENITIES FOR THE SAID
APARTMENT)**

1. RCC framed structure of minimum M 20 grade concrete
2. External masonry in 20cms laterite stones
3. Internal masonry - single brick/laterite stone of minimum 10cms thickness
4. External plaster - two coats cement plaster of 20 mm thickness
5. Internal plaster - one coat of cement plaster of 12 mm thickness and 2nd coat in POP
6. Electrical wiring - concealed with switches of Legrand or equivalent brand. 3 phase power supply provided
7. Internal plumbing – concealed with UPVC and CPVC of Astral or equivalent brand
8. White colored sanitary ware (Kohler or equivalent brand) and plumbing fittings
9. Internal painting - Acrylic emulsion (Royale - Asian paints)
10. External painting - Apex Ultima of Asian paints
11. External doors and windows - aluminum and powder coated
12. All doors - flush doors with teak veneers
13. Flooring - vitrified tiles
14. Bathroom dado - vitrified tiles up to ceiling height
15. Kitchen - granite top provided (as designed by the developer)
16. Sloping roof – covered with Mangalore tiles
17. Provisions for telephone, television and inverter

ADDITIONAL SPECIFICATIONS

1. Modular Kitchen with Hob and Chimney
2. 3 Ac's

SCHEDULE-V

(COMMON AREAS AND FACILITIES)

1. Power back up for common lighting
2. Common lighting for internal roads and open space
3. Common swimming pool
4. CCTV security system for common areas
5. Entrance gate with security cabin
6. Adequate landscaping in open space

- 7. Power back up for common lighting/ pumps etc
- 8. Common underground sump for water storage
- 9. Pressurized water supply system

SCHEDULE-VI

(PAYMENT PLAN)

PAYMENT PLAN – SAIPEM QUARRY

PHASE	PERCENTAGE
At the time of booking	
Payable after execution of Agreement (within 30 days of booking)	
Payable on completion of Plinth	
Payable on completion of First Slab	
Payable on completion of Second Slab	
Payable on completion of Third Slab	
Payable on completion of Roof Slab	
Payable on completion of flooring/Doors/Windows	
Payable on completion of Sanitary Fixtures	
Payable on completion of external facade	
Payable on completion of common areas	
Payable at the time of possession (handover)	
TOTAL	

SCHEDULE-VII
(ADDITIONAL CHARGES)

	DESCRIPTION	AMOUNT
	Infrastructure Charges	
	Transformer Charges 115 per sq. ft.	
	Transfer of Electricity and House Tax	
	Legal Charges	
	Society Formation charges	
	Electricity Meter Deposit	
	Maintenance for 1 year	
	GST on maintenance @18%	
	TOTAL	

SIGNED AND DELIVERED
BY THE WITHIN NAMED PROMOTERS
THROUGH THEIR POWER OF ATTORNEY

MR. SIDHARTH MORAJKAR,

L.H.F.P

R.H.F.P

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**SIGNED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE**

MR.

L.H.F.P

R.H.F.P

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IN THE PRESENCE OF WITNESSES:

1. Name:-

Signature _____

2. Name:-

Signature _____

