

AGREEMENT FOR SALE

THIS AGREEMENT SALE is made and entered into at Quepem-Goa of Quepem Taluka on this day of 2020:

BETWEEN

M/S. SHANAY DEVELOPERS, a partnership firm, duly registered with the Registrar of Firms, Margao, Salcete-Goa under No: MGO-F67-2018 dated 14/3/2018, having PAN No: ADRFS3792H and registered office at H. No: 363/A, Madhegal, Kakoda, Curchorem-Goa-403706, represented herein by its partner SHRI. NELSON ANTAO, son of Shri. Custodio Antao, aged 40 years, married, occupation business, Indian National, resident of H. No: 363/A, Madhegal, Kakoda, Curchorem-Goa-403706, having Aadhaar card No: 740320207502, mobile No: 9657867722, hereinafter referred to and called as “PROMOTER”, (which expression shall unless repugnant to the context or meaning thereof shall mean and include the said firm, partners of the said firm, their heirs, legal representatives, administrators, assigns, executors etc) OF THE FIRST PART:

AND

SHRI....., son of Shri....., aged.....years, married, occupation....., Indian National, resident of H. No:....., having PAN No:....., Aadhaar card No:....., mobile No:....., hereinafter referred to and called as “ALLOTTEE”, (which expression shall unless repugnant to the context or meaning thereof shall mean and include him, his heirs, legal representatives, administrators, assigns, executors etc) OF THE SECOND PART:

WHEREAS, in Village Curchorem of Taluka and Sub-District of Quepem, District of South Goa and the State of Goa, within the limits of the Curchorem Cacora Municipal Council (earlier within the limits of Village Panchayat of Curchorem), there exists a landed property known as “PONGUIRVALAVORIL MORDY BAGEAT” also known as “PONTEMOL”, described in the land registration office of Quepem under No: 1468 of Book B-7, enrolled in the Taluka revenue office under Matriz No: 56 and bounded as under:

On or to the East: By paddy field Ponguirvolla of Comunidade,

On or to the West: By wall beyond which lies the property
Mordi of the said Comunidade,

On or to the North: By property Sidibaga of Jose Micael
Santana Fernandes and

On or to the South: By the said wall (cerco)

The property described hereinabove shall be hereinafter referred to and called as "SAID PROPERTY" for the sake of brevity. The said property is more particularly described in Schedule I hereunder written.

AND WHEREAS, by virtue of Deed of Sale dated 25/6/1966 which is duly registered in the office of the Sub-Registrar of Quepem at Quepem under No: 197 at pages 64 to 67 of Book No: I, Volume No: V dated 7/9/1966, a distinct and independent part/portion designated as lote No: 17 corresponding to 984/61733 of the said property was purchased by Smt. Rita Filomena De'Souza e Pereira. The said lote No: 17 admeasures an area of 1313 sq. meters and is surveyed for the purpose of record of rights under survey No: 137/4 of Village Curchorem of Quepem Taluka and is bounded as under:-

On or to the East:- By lote No: 14 of the same property of Crisna
V. Fodke bearing survey No: 137/6,

On or to the West:- By lote No: 18 of the same property of
Francisco Da Costa bearing survey No:
137/2,

On or to the North:- By lote No: 16 of the same property of Jose
Fernandes bearing survey No: 137/3 and

On or to the South: By public road

The lote No: 17 described hereinabove shall be hereinafter referred to and called as "SAID PLOT" for the sake of brevity. The said plot is more particularly described in Schedule II hereunder written.

AND WHEREAS, by virtue of Deed of Sale dated 29/4/1985 which is duly registered in the office of the Sub-Registrar of Quepem under No: 161 at pages 40 to 45 of Book No: I, Volume No: 82 dated 4/9/1985, the said plot was inturn purchased

by one Shri. Santano Fernandes from Smt. Rita Filomena De'Souza and her husband Shri. Eusebio Custodio Pereira.

AND WHEREAS, Shri. Santano Fernandes after the purchase of the said plot vide construction license bearing No: CCMC/Const.licence/89/F128/2374 dated 11/8/1989 constructed a residential house bearing H. No: 1129 in the said plot having an area of 118.74 sq. meters. The house described hereinabove shall be hereinafter referred to and called as "SAID HOUSE" for the sake of brevity.

AND WHEREAS, by Deed of Sale dated 27/9/2019 which is duly registered in the office of the Sub-Registrar of Quepem at Quepem-Goa under Book 1 Document, Registration Number QPM-1-447-2019 dated 3/10/2019 which deed is duly rectified by Deed of Rectification dated 5/10/2019 which is also duly registered in the office of the Sub-Registrar of Quepem at Quepem-Goa under Book 1 Document, Registration Number QPM-1-454-2019 dated 7/10/2019, the said plot alongwith the said house existing therein was purchased by the Promoter herein and since then the Promoter herein is in settled possession and enjoyment of the said plot and the said house existing therein as its exclusive owner without any interference of whatsoever nature from whomsoever.

AND WHEREAS, the Promoter after the purchase of the said plot got its name duly mutated in the occupants column of the said holding bearing survey No: 137/4 of Village Curchorem of Quepem Taluka and since then is in settled possession and enjoyment of the said plot as its exclusive owner.

AND WHEREAS, the Promoter with an object of development of the said plot by constructing a multistoried building in the said plot has approached the Curchorem Cacora Municipal Council for construction license. The Curchorem Cacora Municipal Council vide its letter bearing No:.....dated.....has issued the construction license for the construction of multistoried building in the said plot. The Town and Country Planning Department vide its letter bearing No:.....dated.....has also issued the Technical clearance for the construction of the said building in the said plot.

AND WHEREAS, the Promoter after obtaining the said permissions/ approvals/licenses have commenced the construction of a multistoried building in the

said plot comprising of ground plus four upper floors under the name and style “SHANAY ORCHID”. The building “SHANAY ORCHID” proposed to be constructed by the Promoter in the said plot described hereinabove shall be hereinafter referred to and called as “SAID BUILDING” for the sake of brevity.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the said project undertaken under the name and style “SHANAY ORCHID” (Real Estate Project) under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made thereunder with Real Estate Regulatory Authority at Goa and the Authority has duly issued the Certificate of Registration No. _____ dated _____ for the said Project (“RERA Certificate”). A copy of the RERA Certificate is hereto annexed.

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural designs and drawings of the said building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said building.

AND WHEREAS, the Promoter has sole and exclusive right to sell the premises existing in the said building to be constructed by the Promoter in the said plot and to enter into Agreement/s for Sale with the various person/s and to receive the sale consideration in respect of the said premises.

AND WHEREAS, the Promoter has got all the approvals from the concerned authorities i.e. the plans, specifications, elevations, sections of the said building and shall if required obtain any other approvals from an authorities from time to time so as to obtain building completion certificate or occupancy certificate of the said building.

AND WHEREAS while sanctioning the said plans, the concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said plot and the said building and upon due observance and

performance of which only, the completion or occupancy certificate in respect of the said building shall be issued by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said approved/proposed plans.

AND WHEREAS, the Allottee has approached the Promoter and has requested the Promoter to sell to him a flat designated as flat No:..... having a super built up area of sq. meters situated on thefloor of the said building proposed to be constructed in the said plot and a stilt parking No: situated on the ground floor of the said building alongwith proportionate un divided share in the said plot. The said flat is bounded as under:-

On or to the East:

On or to the West:

On or to the North:

On or to the South:

The said flat described hereinabove shall be hereinafter referred to and called as "SAID FLAT" while the covered stilt parking described hereinabove shall be hereinafter referred to and called as "SAID PARKING" for the sake of brevity. The said flat and the said stilt parking described hereinabove jointly forms the subject matter of this Agreement for Sale and shall be hereinafter jointly referred to and called as "SAID PREMISES" for the sake of brevity. The said flat is more fully and particularly described in SCHEDULE III here under written and the said flat and the said parking are more particularly shown in the plans annexed hereto delineated in red.

AND WHEREAS, the Promoter has accepted the said request and has accordingly agreed to sell the said premises to the Allottee for total sale consideration of Rs..... (Rupeesonly)

AND HWEREAS, the Allottee has inspected all the title documents of title pertaining to the said plot so also the approvals, permissions, licenses etc obtained for the construction of the said building in which the said premises are situated including the plans approved thereunder and that the Allottee is fully satisfied about the title of the said plot being free of all encumbrances, about the authority of the Promoter to

execute the said Agreement and about the legality of the construction of the said premises and the building in which the same is situated.

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 for Sale on the terms and conditions appearing hereinafter.

AND WHEREAS, under Section 13 of RERA, the Promoter is required to execute a written Agreement with the Allottee for sale of said premises and also to register said Agreement under the Registration Act, 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 herein, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter the said premises, i.e. the said flat and the said parking alongwith proportionate undivided share in the said plot for the total sale consideration of Rs.....(Rupees.....only)

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

1. The Promoter shall construct the said building comprising of ground plus four upper floors in the said plot having shops and stilt parking's on the ground floor and four upper Floors consisting of flats in accordance with the plans, designs and specifications as approved by the competent authority from time to time.
2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said premises i.e. the said flat designated as flat No. _____ having a super built up area of _____ square meters situated on the floor of the said building and the said parking No:..... situated on the ground floor of the said building proposed to be constructed in the said plot alongwith the proportionate undivided share in the said plot for total sale consideration of Rs. _____/- (Rupees _____ only)

3. The Allottee on or before execution of this agreement has paid an amount of Rs.....(Rupeesonly) to the Promoter as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs(Rupees)

as per the payment plan, more particularly described in Schedule IV hereunder written.

4. The sale consideration of Rs..... (Rupees.....) qua the said premises is exclusive of the other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied in connection with the construction of the said building and/or with respect to the said premises and/or this Agreement).

It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said premises shall be borne and paid by the Allottee alone as and when required and as and when demanded by the Promoter and the Promoter shall not be liable to bear or pay the same or any part thereof.

5. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or Government from time to time. The Promoter 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.

6. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

7. The Promoter shall confirm the final area that has been allotted to the Allottee after the construction of the said building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the area, subject to a variation cap of 3% (three percent). The total price sale consideration payable for the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit of 3% (three percent), then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA 10 Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration which shall be payable by the Allottee prior to taking possession of the said premises as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, shall be made at the same rate per square meter as agreed in Clause above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause of this Agreement.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9. The Promoter 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 local authority at the time of sanctioning the plan or thereafter and shall, before handing over possession of the said premises to the Allottee, obtain from the concerned local authority completion and/or the occupancy certificate in respect of the said premises.

10. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said building and handing over the said premises to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of all installments of the sale consideration as provided in the payment plan mentioned in Schedule V

hereunder written and all other dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their other obligations under this Agreement.

12. The Promoter shall give possession of the said premises to the Allottee on or before provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of said building in which the said premises is to be situated is delayed on account of a) war, civil commotion or act of God or any force majeure events; b) any notice, order, rule, notification of the Government and/or other public or competent authority/court. c) any stay / injunction order issued by any Court of Law, Competent Authority, Government Statutory Authority and/or; d) Any other circumstances that may be deemed reasonable by the Authority.

7.2. If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises to the Allottee on the possession date (save and except for the reasons as stated in Clause hereinabove), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

7.3. If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the rate that may be specified in the RERA Rules on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.

12. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned in Clause hereinabove and any other rights and remedies available to the Promoter either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion to terminate this Agreement.

Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee (“Default Notice”) by Registered Post AD on the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (“Promoter Termination Notice”) by Registered Post AD on the address provided by the Allottee and mail at the e-mail address provided by the Allottee.

On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid .

Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc.

Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the

stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely.

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said premises and that the receipt of the said refund by cheque from the Promoter by the Allottee whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said premises.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the said premises as are set out in the Schedule V.

9.1. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer the possession of the said premises in writing (Possession Notice) to the Allottee.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate of the Project.

9.2. The Allottee shall take possession of the said premises within 15 (fifteen) days of the receipt of the written notice from the Promoter to the Allottee intimating that the said premises are ready for use and occupy.

9. Upon receiving a written intimation from the Promoter as per clause, the Allottee shall take possession of the said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter in this Agreement and the Promoter shall give possession of the said premises to the allottee.

Irrespective of whether the Allottee takes or fails to take possession of the said premises within the time provided in Clause above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said premises as applicable.

Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the area of the said premises, the outgoings in respect of the Real Estate Project and the said plot including inter-alia, local taxes, infrastructure charges, betterment charges, other indirect taxes of every nature, or such other levies by the concerned Local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen/chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building and/or the said Plot. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter, at its sole discretion, the Allottee shall pay to the Promoter a provisional monthly contribution of Rs. _____ (Rupees _____ only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the Society.

10. At the time of taking delivery of the said premises, the Allottee shall thoroughly inspect and/or get inspected the said premises for the quality of construction and for defects, if any, and get the same rectified before taking possession of the said premises. After the delivery of the said premises is taken over by the Allottee from the Promoter, the Allottee shall be forbidden from raising any claim against the Promoter of whatsoever nature.

10. However, in case of latent (not visible to naked eye and observed subsequent to the delivery of possession) defects in the construction if any, it shall be the obligation of the Promoter to cure such defects if pointed out in writing by the Allottee within a period of one year from the date of possession of the said premises by the Allottee. 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottee/s in the Real Estate Project.

11. The Allottee shall use the said flat and/or permit the same to be used only for purpose of residence only. The Allottee shall use the said parking only for purpose of keeping or parking vehicle.

12. The Allottee along with other allottee(s) of the premises situated in the said building shall join in forming and registering a Society or Association or a Limited Company to be known as or such other name as the Promoter may decide.

12.2. For this purpose, the Allottee shall from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws or the Memorandum and/or Articles of Association of the proposed Society Association or Limited Company and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society or Association or Limited Company. 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 or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.3. The Society shall admit all allottees of the respective premises in the said building as members in accordance with its bye-laws.

12.4. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the said building, if any.

12.5. Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the said building including any common areas facilities and amenities and the Promoter shall not be responsible for the same and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

12.6. The costs, charges, expenses, levies, fees, taxes, duties including stamp duty and registration charges, with respect to the formation of the Society or Association or Limited Company, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocate/s and Solicitors

engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

13.1. The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Association or Limited Company, all the right, title and the interest of the Vendor/Promoter in the said plot as well as the said building in which the said premises are situated.

14. The Allottee shall before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

a) Rs./- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

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

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

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

e) Rs...../- For Deposit towards Water, Electric, and other utility and services connection charges &

f) Rs _____ /- for deposits of electrical receiving and Sub Station provided in Layout. The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

15. The Allottee shall pay to the Promoter a sum of Rs._____/ - (Rupees _____only) for the formation of the Society, for preparing the rules, regulations

and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.

The Promoter hereby represents and covenants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and subject to the RERA Certificate;

i. The Promoter has clear and marketable title with respect to the said plot and has the requisite rights to carry out development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the Real Estate Project;

ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said building and shall obtain requisite approvals from time to time to complete the development of the said building;

iii. There are no encumbrances upon the said plot;

iv. There are no litigations pending before any Court of law with respect to the said plot;

v. All approvals, licenses and permissions issued by the Competent Authorities with respect to the said plot and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permissions to be issued by the competent authorities with respect to the said building 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 building and common areas;

vi. The Promoter 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 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 plot, including the said premises which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter 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 building to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;

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 plot) has been received or served upon the Promoter in respect of the said plot.

xii. The Deed of Sale to be prepared in respect of the said premises shall be prepared by the advocate of the Promoter. It is however agreed that the amount of the stamp duty, registration fees, advocates fees etc required to be paid for the drafting and registration of the Deed of Sale shall be exclusively borne by the Allottee.

THE ALLOTTEE HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:

i. To maintain the said premises at the Allottees own cost in good and tenantable repair and condition from the date on which the possession of the said premises are taken and shall not do or suffer to be done anything in or to the said building in which the said premises are situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said premises are situated and the said premises itself or any part thereof without the consent of the Promoter, legal entity, local authorities as the case may be.

ii. Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said flat is situated or storing of which goods is objected to by

the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, lifts, common passages or any other structure of the said building in which the said flat is situated, including entrances of the said building in which the said flat is situated and in case any damage is caused to the said building in which the said flat is situated or the said flat, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost, all internal repairs to the said flat and maintain the said flat and the said parking 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 building in which the said flat is situated or the said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said flat, said parking or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or to the said parking or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains and pipes in the said flat and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said flat is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the said flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to enclose the passages, if any, forming part of the said flat without the previous written permission of the Promoter and/or the said Organization and of the concerned authorities;

vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said building in any manner whatsoever;

viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said flat /said building in any manner whatsoever.

ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said plot and the building in which the said flat is situated.

x. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said building in which the said flat is situated.

xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said flat by the Allottee for any purposes other than for purpose for which it is sold.

xii. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said flat or any part thereof or dispose of or alienate otherwise howsoever, the said flat or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)

xiii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xiv. Till a conveyance of the said plot along with the structure of the said building in which said premises are situated is executed in favour of Society or Association or Limited Company, 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 buildings or any part thereof to view and examine the state and condition thereof.

xv. The Allottee shall not at any time do any work in the said premises which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

xvi. To use the passenger lifts in the said building for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said building including the said premises;

xvii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

xviii. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee will pay all such charges without any dispute;

xix. The open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;

xx. The Allottee shall not display at any place in the said flat/said building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

xxi. Neither the Allottee nor the Organization, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement and the Allottee and the said Organization, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and cooperation, to enable it to exercise and avail of the same;

xxii. In the event of Allottee carrying out any unauthorized construction / modification or has caused any damage to the said premises or any portion of the said Building or any structure, facility or amenity on the said plot, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;

19. 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 association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said plot is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said premises 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 purchase the said premises.

23. 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 flat building, as the case may be.

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

25. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

26. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA 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.

27. Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the said building, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the premises in the said building.

28. 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.

29. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place which may be mutually agreed between the Promoter and the Allottee and 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 Sub-Registrar.

30. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. 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 at their respective addresses specified below:

Name of Allottee: _____

(Allottee's Address): _____

Notified Email ID: _____

Promoter name:

(Promoters Address)

Notified Email ID:

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 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.

32. In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Allottees.

33. The charges towards Stamp Duty, Registration, drafting fees and all other incidental charges of this Agreement/Sale deed shall be borne by the Allottee alone.

34. Any dispute or differences between parties in relation to this Agreement and/or the terms thereof shall be settled amicably by the parties herein. In case of failure to settle the dispute or differences amicably, such dispute or differences shall be referred to the GOA REAL ESTATE REGULATORY AUTHORITY as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

35. This Agreement and the rights, entitlements 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 of Law in Quepem-Goa will have the exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

36. That the possession of the said premises is not handed over to the Allottee at the time of the execution of this agreement and that the possession of the said premises shall be handed over to the Allottee at the time of execution of the Deed of Sale qua the said premises in favour of the Allottee.

37. For the purpose of stamp duty and registration fees, the said premises are valued at Rs. _____ /- (Rupees _____ only) and this being an Agreement, the prescribed stamp duty of Rs.....is hereto paid.

38. The parties herein do not belong to Schedule Caste or Schedule Tribe community and are not covered under the Notification No: RD/LND/LRC/318/77 dated: 21/08/1978. There is thus no bar for the execution of the said Agreement.

SCHEDULE I OF THE SAID PROPERTY

Landed property known as “PONGUIRVALAVORIL MORDY BAGEAT” also known as “PONTEMOL” situated in Village Curchorem of Taluka and Sub-District of Quepem, District of South Goa and the State of Goa, within the limits of the Curchorem Cacora Municipal Council (earlier within the limits of Village Panchayat of Curchorem), described in the land registration office of Quepem under No: 1468 of Book B-7, enrolled in the Taluka revenue office under Matriz No: 56 and bounded as under:

On or to the East: By paddy field Ponguirvolla of Comunidade,

On or to the West: By wall beyond which lies the property

Mordi of the said Comunidade,

On or to the North: By property Sidibaga of Jose Micael

Santana Fernandes and

On or to the South: By the said wall (cerco)

SCHEDULE II OF THE SAID PLOT

All that plot designated as lote No: 17 admeasuring an area of 1313 sq. meters forming part of the said property described in Schedule I hereinabove bearing survey No: 137/4 of Village Curchorem of Quepem Taluka. The said plot is bounded as under:-

On or to the East:- By lote No: 14 of the same property of Crisna

V. Fodke bearing survey No: 137/6,

On or to the West:- By lote No: 18 of the same property of

Francisco Da Costa bearing survey No:

137/2,

On or to the North:- By lote No: 16 of the same property of Jose

Fernandes bearing survey No: 137/3 and

On or to the South: By public road

SCHEDULE III OF THE SAID FLAT

All that flat designated as flat No:.....having super built up area of sq. meters situated on thefloor of the said building named “SHANAY ORCHID” constructed in the said plot described in Schedule II hereinabove. The said flat is bounded as under:-

On or to the East:

On or to the West:

On or to the North:

On or to the South:

SCHEDULE IV (PAYMENT PLAN)

The amount of the sale consideration to be paid as under:-

- a) 20% of the sale consideration plus 12% GST to be paid at the time of at the time of booking of the said premises.
- b) 10% of the sale consideration plus 12% GST to be paid on completion of the Plinth of the said building.
- c) 10% of the sale consideration plus 12% GST to be paid on completion of the first slab of the said building.
- d) 10% of the sale consideration plus 12% GST to be paid on completion of the second slab of the said building.
- e) 10% of the sale consideration plus 12% GST to be paid on completion of the third slab of the said building.
- f) 10% of the sale consideration plus 12% GST to be paid on completion of the fourth slab of the said building.
- g) 10% of the sale consideration plus 12% GST to be paid on completion of the fifth slab of the said building.
- h) 10% of the sale consideration plus 12% GST to be paid on the completion of masonry and plaster of the said flat.
- i) 10% of the sale consideration plus 12% GST to be paid at the time of handing over of the possession of the said premises to the Allottee .

SCHEDULE V

(Specifications)

1. STRUCTURE
2. PLASTER
3. FLOORING
4. INTERNAL AND EXTERNAL DÉCOR
5. DOORS AND WINDOWS
6. KITCHEN
7. TOILET AND BATHROOM
8. PLUMBING AND SANITARY INSTALLATIONS
9. ELECTRICAL INSTALLATIONS
10. STAIRCASE AND PASSAGES

The said flat and the said parking are more particularly shown in the plan annexed hereto delineated in red.

SIGNED, SEALED AND DELIEVERED
BY THE WITHINNAMED "PROMOTER"
OF THE FIRST PART:

.....

(M/S. SHANAY DEVELOPERS, through its
partner SHRI. NELSON ANTAO)

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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SIGNED, SEALED AND DELIEVERED
BY THE WITHINNAMED "ALLOTTEE"
OF THE SECOND PART:

.....
(.....)

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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WITNESSES:-

1. Name:

Address:

.....

Signature.....

2. Name:

Address:

.....

Signature.....