

AGREEMENT

THIS AGREEMENT, made and entered on this day of December two thousand twenty one (12/12/2021) at Ponda, Goa Taluka Ponda, District of North Goa, State of Goa **BETWEEN (1) M/S. SHAMRAO BUILDERS**, a registered partnership firm having its office at F-38, First Floor, Ponda Commerce Centre, Ponda, Goa [REDACTED] and represented herein by its partners **a) SHRI. BHAGYACHANDRA SHAMRAO SUKTHANKAR**, son of Shamrao Sukthankar, major, engineer, married, aged about 72 years, Indian National, residing at "SHANTAI" main lane 12, Friends Colony, Ravinagar, Khadpabandh, Ponda - Goa, having Aadhar card no. [REDACTED] and **b) SHRI. PRATHAMESH BHAGYACHANDRA SUKTHANKAR**, son of Shri. Bhagyachandra Sukthankar, major, married, aged about 27 years, business, and having Aadhaar No: [REDACTED] Indian National, resident of Bunglow No.2, SHANTAI, Nivara Society, Friends Colony, Khadpabandh, Ponda - Goa, 403401 and hereinafter referred to as **VENDOR/THE DEVELOPER**

(which expression shall, unless repugnant to the context or meaning thereof, include its partners, executors, administrators and official assigns) **OF THE FIRST PART.**

AND

(2) SHRI -----, son of-----, major, married, occupation-----, PAN No.-----, Indian National, residing at H.No.-----, ----- (FULL ADDRESS) hereinafter referred to as THE PURCHASER (which expression shall, unless repugnant to the context or meaning thereof, include his heirs executors, administrators and assigns) **OF THE SECOND PART.**

AND

(3a) MRS. RANJEETA RAMRAI SHET Alias **RANJITA RAMRAI SHET**, aged about 70 years, married, housewife, having Aadhar card no. [REDACTED] and PAN no. [REDACTED], **(3b)**

MR. RITESH RAMRAI SHET, son of Ramrai Shet, aged 49

years, married, business, having Aadhar card no. [REDACTED] and PAN no. [REDACTED], **(3c) MRS. RICHIA RITESH SHET**, wife of Mr. Ritesh Ramrai Shet, aged about 47 year, housewife, having Aadhar card no. [REDACTED] and PAN

[REDACTED] **(3d) MR. RUPESH RAMRAI SHET**, son of Mr. Ramrai Shet, aged 36 years, married, service, having Aadhar card no. [REDACTED] and PAN no. [REDACTED] **(3e) MRS. MONICA RUPESH SHET**, wife of Mr. Rupesh Ramrai

Shet, aged 36 years, housewife, having Aadhar card no. [REDACTED] and PAN no. [REDACTED], all Indian nationals, resident of house no. 194, Yeshwant nagar, Tisk, Ponda, Goa, hereinafter referred to as **THE OWNERS/CONFIRMING PARTY** (which expression shall unless repugnant to the context or meaning thereof mean and include their legal heirs, administrators, successors in office of partners, assignees etc.) **OF THE THIRD PART.**

WHEREAS there exist a property known as "Bandola Soniaxi Bag" also known as "Lohar Bhat" situated at Bandora within the area and jurisdiction of the village pan- chayat of Bandora, the said bigger property being described in the Land Registration Office of Ilhas at Panaji under no.5916 of book B15 (new) and surveyed in the record of rights for village Bandora under no.62/6 and 151/2, said bigger property being bounded as under :

East: By the property coconut grove Folny Bhat of Pandurang Purushottam Sinai Kavlekar,

West: by coconut grove of ironsmith,

North: by spilling waters,

South: by paddy field of Comunidade of Bandora and of Sadassiva Naique Sardes- sai.

AND WHEREAS In the land registration office the said land in inscribed in the

name of Shri Satchidanand Saraswati Muth of Queula to the extent of three fourth and the remaining one fourth is inscribed in the name of Shri Raghuvir Mangesh Sinai Priolkar.

AND WHEREAS By deed of sale, dated 7/2/1994 and registered in the office of the sub registrar Ponda under no.301 on 28/2/1994 said Shri Raghuvir Priolkar alongwith his son and daughter in law sold and conveyed the said one fourth share to Mrs. Ranjita Ramrai Shet, the owner no.1 herein.

AND WHEREAS By deed of succession and qualification of heirs, dated 30/8/1994 and registered in the office of the office of the Notary Ex officio at page 39 (overleaf) of notarial book No.382, the vendors in the said deed of sale dated 7/2/1994 are qualified to be the moiety holder and heirs of late Smt. Anandibai Priolkar, wife of said Shri Raghuvir Priolkar.

AND WHEREAS By another deed of sale dated 4th January 1995 and registered in the office of sub registrar Ponda under no.202 on 10/3/1995, said Shrimath Satchidanand Saraswati Swami sold and conveyed their said three fourth (3/4th) share to aforesaid Smt. Ranjita Shet.

AND WHEREAS By virtue of said two deeds owner no.1 herein Smt. Ranjita Shet acquired the ownership of the said land.

AND WHEREAS In the course of survey conducted under the Goa Land revenue Code, the said entire land is surveyed under new survey nos.151/2 and 62/6 of village Bandora, Taluka Ponda, Goa and the same stands inscribed in the name of said Smt. Ranjita R. Shet, who was married to Shri Ramrai Mar Shet.

AND WHEREAS Upon the death of Shri Ramrai Mar Shet, deceased husband of said Smt. Ranjeeta Ramrai Shet, all his ownership rights in the said plots devolved upon hi heirs viz. Shri Ritesh Ramrai Shet married to Jyosna Sudham Naik, Smt. Rita Ramrai Shet @ Rita Ramrai Shetye, married to Shri Santan Fernandes and Shri Rupesh Ramrai Shet, married to Monica Lodhiya.

AND WHEREAS In terms of Deed of Relinquishment of Rights dated 18.02.2011 executed before the Office of Notary Ex-Officio at Ponda drawn at pages 89 to 90 of Notarial Book of Deeds no.404, said Smt. Rita Shetye and her husband Shri. Santan Fernandes, surrendered their right in the said property in favour of co heirs.

AND WHEREAS A portion of land and surveyed under survey no.151/2 and herein after referred to as **THE SAID PORTION** is sub divided into smaller plots after obtaining final NOC from the village panchayat of Bandora bearing no.VPB/Final- NOC/2017-18/295, dated 16/5/2017 pursuant to permission from Town and Country Planning Department vide letter no.Tpp/347/Band/151/2/2016/1357,dated 19/10/2016.

AND WHEREAS The said portion is converted to non agricultural use vide Sanad No.RB/CNV/PON/91/2003, dated 13/12/2010.

AND WHEREAS as aforesaid owners own and are the absolute owners of the subdivided plots of the said portion.

AND WHEREAS the owners intend to develop one of such subdivided plots being plot No.1 admeasuring 1000sq.mts and more particularly described in schedule-I written hereunder and hereinafter referred to as **THE SAID PLOT** by undertaking construction of building/s thereon comprising in it the residential premises in the form of flats and commercial premises in the form of shops as also parking spaces and after obtaining all the required permissions such as building licence, development permissions, permission for cutting of trees, cutting of hill/land, NOC from health department, Water supply, Electricity department etc. as may be required for undertaking such construction.

AND WHEREAS Subsequently by Agreement, dated 23/12/2020 and recorded before Notary Public of Ponda Adv. Satish Pilgaokar under no.635/2020, said owners have entrusted the work of development of said subdivided plot no.1 by

undertaking construction of building with shops and residential shops and sell the same to any prospective purchasers except some premises retained for owners.

AND WHEREAS for implementing said agreement the owners have granted Power of Attorney to the partners of developer.

AND WHEREAS Mr. Raunak Parodkar, Architect, having No.CA/2016/79804 has issued a Estimate for construction of a Residential Building in the said plot no.2 of Survey No. 151/2 of village Bandora Goa.

AND WHEREAS the partners of the Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above referred agreement and Power of Attorney the vendor has sole and exclusive right to sell the premises in the said building/s to be constructed by the partners of the vendor on the said plot and to enter into Agreement/s with the Purchaser(s)/s of the premises to receive the sale consideration in respect thereof.

AND WHEREAS pursuant to the aforesaid licenses, permissions, approvals etc. the partners of the vendor/has decided to undertake construction of building on the said plot and sell the constructed premises therein through their partnership firm which is the vendor herein.

AND WHEREAS accordingly the Vendor has started the execution of construction of the Buildings in the proposed complex named as "**ANANTARA**" to be constructed in the said property.

AND WHEREAS the Vendor has opened the plans for sale on ownership basis, the residential premises in the proposed complex named as "**ANANTARA**" to be constructed in the said property.

AND WHEREAS on demand from the Purchaser, Vendor has given inspection to the Purchaser of all the documents of title relating to the said plot and the plans, designs and specifications prepared by the Vendor 's Architect Mr Raunak Parodkar 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 there under; and the purchaser has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. P. S. P. TENDOLKAR & Associates, dated 24/11/2021 Showing the nature of the title of the owners to the said plot on which the flats are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto.

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

AND WHEREAS the Purchaser approached Vendor to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential Premises No. _____, admeasuring Super Built up area

of _____ sqmts(including incidence of all common areas) , with _____ corresponding

Built up area of _____ sqmts and corresponding carpet area of _____ sqmts as

per RERA Act. The Premises has exclusive carpet area of balcony/ies of

_____ sqmts with an exclusive carpet area of terrace/service area of _____

sqmts, situated on the _____ floor of complex named

" _____ -" on ownership basis, hereinafter referred to as

"THE SAID PREMISES" described in the **Schedule-II** hereunder written and shown

in the plan annexed at/for a total price of Rs. _____/-(Rupees ____ only) inclusive of GST and the Vendor has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

AND WHEREAS the carpet area of the said Premises is ----square meters and "carpet area" means the net usable floor area of an Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Premises.

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

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Premises agreed to be sold by the Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Vendor

both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vendor has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no. _____.

AND WHEREAS under section 13 of the said Act the Vendor is required to execute a written Agreement for sale of said Premises with the Purchaser, 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 partners of the vendor in their individual capacity and as the partners of the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Premises and the parking space.

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

1. The Vendor shall construct the said building consisting of ground and 3 upper floors on the said plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser **Premises being Flat No.**

_____ of carpet area admeasuring ----- **sq. metres**. The Premises shall also have an exclusive carpet area of balcony of ----- **sq. metres** and shall also have proportionate right in the carpet area of terrace admeasuring ----- **sq. metres** on ----- floor in the building (hereinafter referred to as "THE PREMISES) as shown in the Floor plan thereof hereto annexed for a total consideration of **Rs. /-** which includes the parking in stilt and proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule- II written hereunder.

(ii) Parking allotted to said premises is exclusive / dedicated parking, single parking only.

(iii) The units which have been allotted parking will be sold/allotted with the unit Premises for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/Purchaser along with the said unit.

1(b) The total aggregate consideration amount for the Premises including covered car parking spaces is thus **Rs. _____/-**.

1(c)(i)The above said sum of **Rs. _____/-(Rupees _____ only)**, includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement and the parking area and the proportionate right in the terrace, staircase area and common accesses. For the purpose of Registration and stamp duty, the value is considered as **Rs. _____/-** (**Rupees only**), as market value.

1(c)(ii)If the Purchaser commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. III and/or in observing and performing any of the terms and conditions of this Agreement, the Vendor shall,

without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Vendor shall, however, on such termination, refund to the Purchaser the amounts, if any, which may have till then been paid by the Purchaser to the Vendor, after forfeiting an amount of Rs. _____/- (Rupees only) without any further amount by way of interest or otherwise.

However the Vendor may, in its own discretion and not as a matter of right of Purchaser, extend the time for payment of amount which has remained unpaid alongwith interest thereon @ 15% per annum with monthly rest.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Infrastructure tax or any other taxes which may be levied and payable in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the Premises.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor 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 Purchaser, which shall only be applicable on subsequent payments.

1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Vendor.

1(g) The Vendor shall confirm the final carpet area that has been allotted to the

Purchaser after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser 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.

1(h) The Purchaser agrees to pay the Vendor Rs. _____/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The Purchaser agrees to pay the Vendor Rs. _____/- as a non refundable amount towards legal charges and besides the said amount the Purchaser shall bear the costs towards stamp duty, registration charges and all other levies as may be payable to the Govt. or local Authority for registration of any document.

1(j) The Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

2.1 The Vendor 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 Premises to the Purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Premises.

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchasers have paid all the consideration and other sums due and payable to the Vendor s as per the agreement. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1 (c) herein above.

3. The Vendor hereby declares that the Floor Area Ratio available as on date in respect of the said plot is__ square meters only and Vendor has planned to utilize Floor Area Ratio by availing of Transfer of Developmental Right (TDR) or Floor Area Ratio (FAR) available on payment of premiums or FAR available as incentive by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FAR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the proposed to be utilized by him on the said property in the said complex and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of premises to be carried out by the Vendor by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Vendor only.

4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser, the Vendor agrees to pay to the

Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor , interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor .

42 Without prejudice to the right of Vendor to charge interest in terms of sub clause (4.1) above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement: Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

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

5. 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) to be provided by the Vendor in the said building and the Premises as are set out in Annexure annexed hereto.

6. The Vendor shall give possession of the Premises to the Purchaser on or before st day _____ of 2021. If the Vendor fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause (4.1) herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid. Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Non availability of building material.

7.1(A) Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Premises to the Purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and the Vendor shall give possession of the Premises to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7

days of receiving the occupancy certificate of the Project.

(B) Transfer charges are applicable at the rate of Rs.200/- per sq.mt. of the carpet area. Upon obtaining Occupancy Certificate the Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the vendor only.

7.2 The Purchaser shall take possession of the Premises within 15 days of the written notice from the Vendor to the Purchaser intimating that the said premises are ready for use and occupancy and only after the execution of the sale deed.

7.3 Failure of Purchaser to get the sale deed executed and take Possession of Premises upon receiving a written intimation from the Vendor as per clause (7.1), the Purchaser shall take possession of the Premises from the Vendor by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Vendor shall give possession of the Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause (7.2), such Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of one years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor , compensation for such defect in the manner as provided under the

Act. In case the purchasers carry out any work within the premises after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining premises/s, then in such an event the Vendor shall not be liable to rectify or pay compensation. But the Vendor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Purchaser shall use the Premises 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.

9. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor 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 Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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.

9.1 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the said plot and Building/namely local

taxes, betterment charges or such other levies by the concerned local authority and/ or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot and building/s. Until the association of Purchasers is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional yearly contribution of Rs./ -----per annum towards the outgoings. The Purchaser undertakes 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. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser shall be regarded as the default on the part of the Purchaser and shall entitle the Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor, the following amounts :

- (i) Rs.- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. - for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs - for deposit towards one year advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Connection charges of Water & Electricity as is levied by Authority.
- (v) Rs.- as legal charges.
- (vi) Rs.- as infrastructure Tax.

(vii) Rs.- as Maintenance Deposit and corpus fund

(viii) Stamp Duty and Registration Charges at actuals to be paid on completion construction and before taking possession of the premises and execution of sale deed.

11. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the said plot, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i The Vendor has clear and marketable title with respect to the said plot; as declared in the title report annexed to this agreement 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 Project;
- i The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- i There are no encumbrances upon the said plot or the Project except those disclosed in the title report;
- iv There are no litigations pending before any Court of law with respect to the said plot or Project except those disclosed in the title report;
- v All approvals, licenses and permits issued by the competent authorities with

respect to the Project, said plot and said building/wing 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 Project, said plot and said building/wing shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot, Building/wing and common areas;

vi The Vendor 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 Purchaser created herein, may prejudicially be affected;

vii The Vendor 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 Project and the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement;

viii The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

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

x The Vendor 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 property) has been received or served upon the Vendor in respect of the said plot and/or the Project except those disclosed in the title report.

13. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser 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.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Vendor as follows :

i. To maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date the possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall

be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Premises without the prior written permission of the Vendor and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the building in which the Premises is situated 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 Premises in the compound or any portion of the said plot and the building in which the Premises is situated.

- vii. Pay to the Vendor within fifteen days of demand by the Vendor , 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 building in which the Premises 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser 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 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 Purchaser 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 Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. 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 Purchaser shall have no claim save and except in respect of the Premises along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Vendor until sold/allotted.

16. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement he shall not mortgage or create a charge on the Premises / Plot 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 Purchaser who has taken or agreed to take such Premises.

17. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within

15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

18. 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 Premises/plot/building, as the case may be.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /
SUBSEQUENT PURCHASERS

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 Purchasers of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the

premises in the Project. For such calculations, areas of exclusive balconies and verandas shall be added to carpet area of respective Purchasers.

23. FURTHER ASSURANCES

(i) 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.

(ii) The Purchaser do hereby understand and confirm that the Vendor is undertaking the construction in several phases as per its choice and requirements and that the Purchaser shall not seek partition of any part of the said property. The Purchaser shall also not object for the Vendor to undertake any further construction in the said property and this agreement shall be deemed as a consent/ NOC for undertaking further construction as and when required.

24. PLACE OF EXECUTION

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

25. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

26. That all notices to be served on the Purchaser and the Vendor as

contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser: **SHRI.**_____.

(Purchaser's Address):____, Notified Email ID: _____

M/s Vendor name:

M/S. SHAMRAO BUILDERS through having

its office at

Notified Email ID:

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

27. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

28. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser and shall be payable on completion of construction and before taking the possession.

29. Dispute Resolution:- Any dispute between parties shall be settled amicably.

In case of failure to settled 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, there under.

30. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the state of Goa will have the jurisdiction for this Agreement.

AND WHEREAS the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

SCHEDULE-I

All that subdivided plot being plot no.1 admeasuring 1000sq.mts. bounded as under :

East : by internal road of 10mts.width,
 West : by sub divided plot no.2
 North : by internal road of 10mts.width, South
 : by Marcaim – Ponda road,

And forming a distinct and subdivided part of all that landed property known as “Bandola Soniaxi Bag” also known as “Lohar Bhat” situated at Bandora within the area and jurisdiction of the village Panchayat of Bandora, the said bigger property being described in the Land Registration Office of Ilhas at Panaji under no.5916 of book B15 (new) and surveyed in the record of rights for village Bandora under no.62/6 and 151/2, said bigger property being bounded as under :

East : by the property coconut grove Folny Bhat of Pandurang Purushottam Sinai Kavlekar,
 West : by coconut grove of ironsmith, North
 : by spilling waters,
 South : by paddy field of Comunidade of Bandora and of Sadassiva Naique
 Sardessai.

SCHEDULE - II

(Description & Specification of the Flat)

All that residential premises being flat No.---- and located on the ---floor of the building proposed as “ANANTARA” and comprising of – bed rooms, one living room, one kitchen cum dining, one bathroom cum WC and ---balconies and having following Specifications:

1) STRUCTURE: The building will be RCC framed structure. Materials used in the RCC structure will be as per standard practice. Steel- TATA, JSW. RMC- JOG RMC. Cement- Ultratech, Dalmia.

2) WALLS: Shall be of blocks/bricks finished with cement plaster and oil bound distemper or wall putty or equivalent.

3) FLOORING: All spaces shall have vitrified flooring with skirting of approved brand, master bedroom shall have wooden finish tiles, terrace shall have ceramic tiles flooring

4) FITTINGS: Shall have ceramic flooring, tiles on floor and on walls also.

Choice of colour is on developers. Sanitary ware and CP fittings shall be of Jaguar or equivalent.

Washbasin, bath mixer and all other accessories shall be provided of approved brand.

5) A – INTERNAL FINISHES: The internal painting shall be done by the Developer/Vendor

B – EXTERNAL FINISHERS: The external walls will be painted with Weather shield paint of Berger or equivalent make

6) DOORS: Door shall have laminated flush door for high safety, with frames and appropriate locking system.

7) WINDOWS: Shall be powder coated aluminium, part sliding part opening

wherever possible. Window shall have Aluminium mash. Bathroom window shall have glass louvers.

8) ELECTRICAL INSTALLATION:

(ACCORDING TO BHK, THE ELECTRICAL PHASE WILL BE .i.e 1/2/3 phase)

The installation shall be in concealed wiring as follows:

i) Master Bedroom: 2 Ceiling Lights, 1 Ceiling Fan

ii) Bedroom 2 : 2 Ceiling Lights, 1 Ceiling Fan

iii) Living/Dining: 3 Ceiling Lights, 2 Ceiling Fans

iv) Kitchen: 1 Ceiling Light, 1 Ceiling Fans

v) Toilet: 1 Ceiling Light

9) WATER TANK: A common RCC storage tank will be provided above the terrace slab and another RCC tank on the ground floor

10) AMENITIES:

i) Lift of approved make with ARD facilities.

**SCHEDULE –III (MODE
OF PAYMENT)**

MODE OF PAYMENT

| | |
|--|-------------|
| On booking & signing | 10% |
| On Completion of Plinth | 10% |
| On Completion of Ground/Stilt Floor Slab | 08% |
| On Completion of 1 st slab | 08% |
| On Completion of 2 nd slab | 08% |
| On Completion of 3 rd slab | 08% |
| On Completion of 4 th slab | 08% |
| On Completion of 5 th slab | 08% |
| On Completion of Roof slab | 08% |
| On Commencement of Masonry | 06% |
| On Commencement of Electrical Wiring | 03% |
| On Commencement of Plaster | 05% |
| On Commencement of Plumbing | 04% |
| On Commencement of Tiling | 04% |
| On Handing over | 02% |
| TOTAL | 100% |

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on

the day and the year hereinabove mentioned.

Signed and delivered by the withinnamed VENDOR/THE DEVELOPER,

M/S. SHAMRAO BUILDERS, through its partners

SHRI. BHAGYACHANDRA SHAMRAO SUKTHANKAR

SHRI PRATHAMESH BHAGYACHANDRA SUKTHANKAR

Signed and delivered by the withinnamed PURCHASER,

SHRI.

Signed and delivered by the withinnamed THE OWNWERS/CONFIRMING PARTY, 3a) MRS. RANJEETA

@ RANJITA RAMRAI SHET

3b) MR. RITESH RAMRAI SHET,

3c) MRS. RICHA RITESH SHET,

3d) MR. RUPESH RAMRAI SHET,

3e) MRS. MONICA RUPESH SHET,

through their attorney

IN PRESENCE OF :

1.

2. _