

AGREEMENT FOR SALE

This Agreement for sale, is executed on this ___ day of the month of _____ of the year Two Thousand and Twenty_____ (___/___/20___) at Mapusa, Taluka of Bardez, registration Sub-District of Bardez, District of North Goa, in the State of Goa;

BETWEEN

M/S. GENERAL CONSTRUCTION AND INFRASTRUCTURE, PAN Card No. _____, a partnership firm duly registered under the Indian Partnership Act, 1932, and having its office at 401, Lotus Court, St. Inez, M.G. Road, Panaji, Goa, 403 001, with its partners;

(i) **MRS. VASANTI P. SARDESAI**, wife of late Mr. Prabhakar Sardesai, 82 years of age, widow, in business, holder of PAN Card No. _____, Aadhaar Card No. _____;

(ii) **MRS. MANISHA G. SARDESAI**, daughter of Mr. Shivaji B. Khandeparkar, 52 years of age, married, in business, holder of PAN Card No. _____, Aadhaar Card No. _____;

(iii) **MS. RHEA G. SARDESAI**, daughter of Mr. Ghanashyam Sardesai, 24 years of age, spinster, holder of PAN Card No. _____, Aadhaar Card No. _____; and

(iv) **MR. GHANASHYAM P. SARDESAI**, son of late Mr. Prabhakar S. Sardesai, 57 years of age, married, businessman, holder of PAN Card No. _____, Aadhaar Card No. _____, contact

No. 9673506660 and email address : sardesaigroup@gmail.com, all Indian Nationals and residing at "Vruddhi", 374, D.B. Bandodkar Marg, Miramar, Panaji, Goa, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include all its partners for the time being constituting the firm or upon reconstitution thereof, surviving of them, their assigns and persons deriving title under them) **OF THE ONE PART**;

(The partners Mrs. Vasanti P. Sardesai, Mrs. Manisha G. Sardesai and Ms. Rhea G. Sardesai are herein represented by the partner **Mr. Ghanashyam P. Sardesai** holder of PAN Card No. _____ and Aadhaar Card No _____, son of late Mr. Prabhakar Sardesai, 57 years of age, married, businessman, Indian National and residing at 374, "Vruddhi", D.B. Bandodkar Marg, Miramar, Panaji, Goa as their duly constituted attorney, by virtue of Power of Attorney dated 18/02/2016, registered under no. 1643/2016, executed before the Notary Mr. Wilfred A. F. Boadita, having his office at Panaji, Goa.)

AND

Mr./Mrs. _____, son/daughter of
Mr. _____, aged ____ years, married,
(occupation), holding Pan Card No. _____, Aadhaar
Card No. _____, contact No. _____ and
email address: _____, Indian National and resident of

_____, hereinafter referred to as the "**Allottee**" (which expression shall unless it be repugnant to the context or meaning therefore shall be deemed to mean and include his/her heirs, legal representatives, executors, administrators, successors, nominees and permitted assigns) **OF THE OTHER PART.**

WHEREAS :

- A. There exist a plot of land identified as Plot No. 3, admeasuring an area of 1133 sq. mtrs., a disannexed fraction of the property known as "Terreno Sem Denominacao Especial", described in the Land Registration Office of Ilhas under No. 11170, of Book B-29 (new) and enrolled in the Bardez Taluka Revenue Office under Matriz No. 634 and now known as "Mariedale" or "Ally" and surveyed under Survey No. 123/7 of Village Penha De Franca, admeasuring an area of 1125 sq. mtrs. (which is the area at site), situated within the registration Sub-District of Bardez, District of North Goa, in the State of Goa and which plot is more particularly described in **Schedule-I** hereunder written and for better clarity delineated in red colour boundary in the plan annexed hereto as **Annexure – "A"** and is hereinafter for the sake of brevity referred to as the "**said Plot**";
- B. By Deed of Sale dated 22/04/1967, registered in the Office of the Sub-Registrar of Ilhas at Panaji, under No. 518, at pages 188 to 196, Vol. No. 25, of Book No. 1, dated 24/05/1967, Alfredo Joubert Dos Santos Braganca and his wife Maria Helena Margarida De Santa Rita

Vaz sold the said Plot to Dr. (Miss) Charlotte de Quadros also known as Carlota Quadros and **Mr. FILIPE ANTONIO COLACO alias FILIP ANTONIO COLACO.**

C. WHEREAS, by the Judgment, Order and Decree dated 15/12/2020 in Special Inventory Proceedings No. 278/2020/A, before the Court of Civil Judge, Senior Division at Mapusa, **Mr. FILIPE ANTONIO COLACO alias FILIP ANTONIO COLACO and his wife Mrs. LORNA SILVEIRA COLACO and Mr. MARIO S. COLACO** thereby became co-owners in the said Plot;

D. By Deed of sale dated 12/06/2021, registered in the office of the Sub-Registrar of Bardez, at Mapusa, Book-1 Document, Registration No. BRZ-1-2142-2021, on 16/06/2021 and hereinafter for the sake of brevity referred to as the **“said Deed of sale”**, the Vendors sold the said Plot to the Promoter on the covenants, terms, conditions and consideration therein stated and pursuant to which the Promoter is entitled to develop the said Plot by constructing Building/s thereon;

D. The Promoter has proposed to develop the said Plot by constructing Building thereon and which is hereinafter referred to as the **“Project Land”**;

E. The said Deed of sale authorises the Promoter to enter upon the Project Land for undertaking and completing the scheme

of development of the proposed Building, without any interference, hindrance or restrictions whatsoever;

- F. The Promoter has proposed development on the said Project Land by constructing thereon a Building consisting of **First, Second, Third and Fourth Floor and comprising** a total of 03 (Three) Flats on the First floor, 03 (Three) Flats on the Second floor, 03 (Three) Flats on the Third floor and 03 (Three) Flats on the **Fourth** floor and _____ stilt car park slots and which shall hereinafter be referred to as the **“said Project”**, amongst other as per the plans approved by the concerned authorities namely the Town and Country Planning and the Village Panachyat of Penha de France. The details of the said licenses/permissions/approvals are set out at **Annexure – “B”** hereto and the Promoter has named the said Project on the Project Land as **“ASTER”**. The Promoter agrees and undertakes that changes if any to the approved plans, shall be in accordance with the provision contained in the Real Estate (Regulation and Development) Act 2016, hereafter referred to as the **“said Act”** and the Rules and Regulations made there under;
- G. The Promoter has appointed an Architect registered with the Council of Architects for the said Project and such agreement is as per the Agreement prescribed by the Council of Architects.

- H. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said Project and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Project;
- I. The Promoter has registered the said Project on the Project Land under the provisions of the said Act and the Rules and Regulations made there under with the Real Estate Regulatory Authority at Goa on _____ under registration No. _____, authenticated copy of registration certificate is annexed hereto as **Annexure – “C”**.
- J. By virtue of the said Deed of sale, the Promoter has the sole and exclusive right to sell the Flats in the said Project to be constructed on the Project Land by the Promoter and to enter in to Agreement/s with the Allottee/s of the Flats and to receive consideration in respect thereof.
- K. On demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the said Project Land and the plans, designs and specifications prepared by the Promoter’s Architects _____ and of such other documents as are specified under the provisions of the said Act and the Rules and Regulations made there under of the said Project and the Allottee acknowledges the receipt of the same and is

satisfied about the title of the Promoter to the said Project Land described in Schedule I and of the licenses/sanctions/permissions/ approvals obtained by the Promoter ;

- L. The authenticated copy of the title issued by the legal practitioner of the Promoter is annexed hereto as **Annexure – “D”** ;
- M. The authenticated copies of the plans of the Layout as approved by the concerned Competent Authority has been annexed hereto as **Annexure – “E”** ;
- N. The authenticated copies of the plans of the Layout as proposed by the Promoter, is same as approved plan by the concerned Competent Authority and according to which the construction of the said Project is proposed to be provided on the said Project Land;
- O. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Project and/or of the proposed Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate and Occupancy Certificate of the proposed Building on the Project Land;

- P. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which the said Project is to be constructed have been completed.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter having allotted to the Allottee the herein below referred said Apartment, hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter a Flat, bearing number _____, having carpet area of _____ sq. mtrs., situated on the _____ floor in the said Project "ASTER", hereinafter referred to as the "**said Apartment**" in the said Project, being constructed on the said Project Land, by the Promoter and the said Apartment is more particularly described in **Schedule – II** and the floor plan of the said Apartment is annexed hereto as **Annexure – "F"**, with red colour boundary line;
- R. The specifications, fittings and fixtures of the said Apartment are detailed in **Schedule – III**;
- S. The carpet area of the said Apartment is _____ sq. mtrs. and the "carpet area" means the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or

verandah area and exclusive open terrace area (wherever applicable) for the use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment;

- T. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- U. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project to be constructed on the Project Land;

- V. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee and also to register the said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

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

1. Terms :

- a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, a

Flat, bearing number _____, having carpet area of _____ sq. mtrs., situated on the _____ floor in the said Project "ASTER", the hereinabove referred "said Apartment", being constructed in the said Project Land, by the Promoter and which is more particularly described in Schedule – II and for better clarity delineated in the floor plan, annexed hereto as Annexure – "F", for a total consideration of Rs. _____ /- (Rupees _____ only), which price is including of the proportionate price of the common areas and amenities appurtenant to the said Apartment.

- b) The Promoter (in case allotment is made) agrees to allot to the Allottee Car parking space bearing No. _____, situated at the stilt being constructed in the layout, at the discretion of the Promoter.
- c) The total consideration above is the aggregate consideration (including the parking space at the stilt) wherever the allotment of parking space is done, but exclusive of stamp duty, registration charges, taxes, consisting of tax paid or payable by the Promoter by way of infrastructure tax, GST, Cess or any other statutory taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter or sale of the said Apartment, up to the date of handing over the possession of the said Apartment.

Provided that in case there is any change/modification in the taxes within the date of completion of the said Project as per registration (including extension) with the Authority, the taxes payable by the Allottee to the Promoter shall increase/reduce based on such change/ modification:

- d) The aforesaid statutory taxes whether GST, Cess, or any other taxes shall be recovered separately from the Allottee in such manner as may be required under the applicable law or as mutually agreed.
- e) The Allottee has paid on or before execution of this Agreement a sum of Rs _____ (Rupees _____ only) which does not exceed 10% of the total consideration as part payment/advance payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and which shall be adjusted against the payment of the first installment of the consideration.
- f) The total Consideration has been agreed to be paid by the Allottee to the Promoter in installments in a manner set out as per the payment plan, hereafter referred to as the said "**Payment Plan**" detailed in **Schedule - IV**. The

payments effected under this Agreement shall be evidenced by receipts issued by the Promoter's authorized signatory for payment of installment which shall be essence of the Agreement, notwithstanding the fact that delay for payment of any particular installment is condoned and payment is accepted by the Promoter.

- g) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in Payment Plan and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with the dates from which such taxes/levies etc. have been imposed or become effective;
- h) The total consideration is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with

the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- i) The Promoter may allow, at its sole discretion, a rebate for early payments of instalments payable by the Allottee 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 Allottee by the Promoter.
- j) It is agreed between the parties that the Promoter is entitled to make additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and specifications in respect of the said Apartment, or Building, as the case may be, as per the provisions of the said Act.
- k) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project/Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to the variation cap of four percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee

within 45 (Forty Five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule – IV. All these monetary adjustments shall be made at the same rate per square meter as agreed in for in this Agreement.

- l) 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/her/their payments in any manner.

- m) 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 said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority Completion and/or Occupancy Certificates in respect of the said Apartment and/or the said Project.

- n) Subject to Allottee making payments as demanded by the Promoter in terms of this Agreement, the Promoter agrees and acknowledges that, the Allottee shall have the right to the said Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the said Apartment.
 - (ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the Society/Association/or any Legal Entity of Allottees as may be formed after duly obtaining the completion certificate/ occupancy certificate from the competent authority as provided in the said Act;
 - (iii) The Allottee has the right to visit the said Project site to assess the extent of development of his/her/their Apartment, as the case may be.
- o) It is made clear by the Promoter and the Allottee agrees that the said Apartment along with stilt parking (when allotted) shall be treated as a single indivisible unit for all purposes. It

is agreed that the said Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s.

- p) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee after receiving Occupancy Certificate subject to Allottee having paid all the consideration and other sums due and payable to the Promoter as per the Agreement. Similarly the Allottee shall make timely payment of consideration as per the instalment as per the Payment Plan and other dues payable by him/her and meeting the other obligation under the Agreement. The Promoter at its sole discretion may consent and/or condone the delay and accept the payment of any instalment after the stipulated date subject to the Allottee effecting payment of the concerned instalment beyond the due date stipulated in Schedule – IV along with interest as specified in the said Rules on all the delayed payment which becomes due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter .

2. MODE OF PAYMENT, TO BE MADE BY THE ALLOTTEE :

- a) Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "M/S. GENERAL CONSTRUCTION AND INFRASTRUCTURE", payable at Panaji, Goa.

3. POSSESSION OF THE SAID APARTMENT :

- a) In the normal course, the Promoter shall handover possession of the said Apartment to the Allottee **on or before ____ day of _____, 202__**, unless there is delay caused on account of reasons beyond the control of the Promoter or failure due to pandemic, war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the said Project is delayed due to the Force Majeure or any notice, order, rule, notification of the Government and/or other public or competent authority/court conditions, then the Allottee agrees that the Promoter shall be entitled to the reasonable

extension of time for delivery of possession of the said Apartment.

- b) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the said Project and handover the possession of the said Apartment for the reasons stated hereinabove, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the amount already received by the Promoter from the Allottee within 45 (Fourty Five) days from that date with interest at the rate prescribed in the Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter shall intimate the Allottee about such termination at least 30 (Thirty days) prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they, shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- c) The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the terms of this Agreement, shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 01 (One) month from the date of issue of such notice and the Promoter shall handover possession of the said Apartment

to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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.

4. TIME TO TAKE POSSESSION ON INTIMATION :

- a) The Allottee shall take possession of the said Apartment within 30 (Thirty) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

5. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID APARTMENT :

Upon receiving a written intimation from the Promoter as per Clause (4) above, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Clause (4), such Allottee shall continue to be liable to pay maintenance charges as specified in Clause (6) below.

6. OTHER AND FURTHER AMOUNTS PAYABLE UNDER THIS AGREEMENT:

In addition over and above the consideration stipulated at Schedule – IV, within 15 (Fifteen) days after the notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be bound and liable for the following payments :

- a) To pay the proportionate share in proportion to the carpet area of the said Apartment of outgoings in respect of the said Project Land and the said Project and all other expenses necessary and incidental to the management and maintenance of common amenities of the said Project at such rate stipulated by Promoter.

- b) The Allottee agree that in case the amount as stated above falls short or is inadequate for carrying out maintenance of the said Project Land and the said Project, notwithstanding what is contained in Clause 6(a) above, the Allottee shall be bound to pay a further sum as may be demanded by the Promoter from time to time to cover up such shortfall, if any.

- c) The Allottee agrees to pay monthly/yearly contribution towards maintenance charges for the period subsequent to taking over the possession to the Promoter till such time the Society/Association/or any Legal Entity is formed, which amount shall be determined by the Promoter taking into account the likely expenses on maintenance of common areas and other related expenses for amenities provided to the said Apartment and/or the said Project.
- d) In the event the Allottee fails to pay the said maintenance charges on time, irrespective of whether the Allottee has taken the possession of the said Apartment or not, it shall be regarded as default on the part of the Allottee and shall entitle the Promoter to charge interest on the dues.
- e) The Allottee agrees that they shall pay and/or reimburse to the Promoter on or before delivery of possession of the said Apartment, keep deposited with the Promoter, the amount towards following expenses, which amount shall be determined by the Promoter:
 - i) Share money, application entrance fee of the Society/Association/ or any Legal Entity as may be formed.
 - ii) Charges towards formation and registration of the Society/Association/or any Legal Entity.

- iii) Charges towards contribution for conveyance of the said Project Land and the said Project in favour of the Society/Association/ or any Legal Entity as and when formed.
- iv) Proportionate share of taxes and other charges/levies in respect of the Society/Association/or any Legal Entity.
- v) Deposit towards provisionally monthly/yearly contribution towards outgoings of Society/ Association/or any Legal Entity.
- vi) Deposit towards Water, Electricity and other utility and services connection charges.
- vii) Infrastructure Tax and/or other levies, GST, Cess imposed/levied and collected or to be collected currently and/or imposed in future by the Central and/or State Government in respect of the said Apartment or said Project on pro – rata basis.
- viii) The Allote shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection

with formation of the said Society/Association/ or any Legal Entity and for preparing its rules, regulations and bye-laws.

7. CANCELLATION BY ALLOTTEE:

The Allottee shall have the right to cancel/withdraw his/her allotment in the said Apartment as provided in the said Act.

Provided that where the Allottee proposes to cancel/withdraw from the sale of the said Apartment, without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest money (EMD) of 10% paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (Forty Five) days of such cancellation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- a) The Promoters title with respect to the said Project Land is absolute, clear and marketable; and the Promoter has requisite rights to carry out development upon the said Project Land for the said Project.

- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project.
- c) There are no encumbrances upon the said Project Land or the said Project.
- d) There are no litigations pending before any Court of law or Authority with respect to the said Project Land, said Project or the said Apartment.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and the said Apartment and common areas.
- f) 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.
- g) The Promoter has not entered into any agreement or arrangement with any person or party with respect to the said Project Land, the said Project, including the said

Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- i) The Promoter has duly paid and shall continue to pay and discharge all 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 till the completion certificate/occupancy certificate has been issued and possession of said Apartment, or building, as the case may be, along with common areas (equipped with all the specifications) has been handed over to the Allottee and/or the Society/Association/or any Legal Entity, as the case may be.
- j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received by or served upon the Promoter in respect of the said Project Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Clause (3) or fails to complete the said Project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
 - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the said Act or the Rules or Regulations made there under.
- b) In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

- (i) To stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate prescribed in the Rules within 45 (Forty Five) days of receiving the termination notice. Provided that Allottee shall intimate the Promoter about such termination at least 30 (Thirty) days prior to such termination.
 - (iii) Provided that where an Allottee does not intend to withdraw from the said Project or terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within 45 (Forty Five) days of it becoming due.
- c) The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) Without prejudice to the right of the Promoter to charge interest, on the Allottee committing default on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option may terminate this Agreement, provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee by registered post a/d at the address provided by the Allottee and mail at the e mail address provided by the Allottee of his intentions to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 60 (Sixty) days of the termination, the instalments of sale consideration of said Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be

liable to pay to the Allottee any interest on the amount so refunded.

- d) It is covenanted between the parties that relaxation and/or extension of time in payment and/or acceptance of payment along with interest beyond the scheduled date of payment of concerned installment shall not mean waiver of the stipulation concerning time being the essence of the contract.

10. CONVEYANCE OF TITLE AND POSSESSION OF THE SAID APARTMENT :

- a) The Allottee along with other Allottee(s) of the building shall join in forming and registering the Society/Association/ or any Legal Entity to be known by such name as the Promoter may decide and for this purpose 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/Association/or any Legal Entity and for becoming a member, fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee/s.

- b) The title of the said Project/Project Land (at the discretion and as may be decided by the Promoter), shall be conveyed in favour of the Society/Association/or any Legal Entity, by an instrument of conveyance executed by the Promoter in favor of the Society/Association/or any Legal Entity at the cost and expense of the Allottees as to payment of stamp duty, registration charges and incidental expenditure such as legal fees, other fees/charges etc. on pro-rata basis.

- c) The Allottee/s hereby irrevocably authorise the Promoter to convey the Project Land/the Building together with all other components by means of the sale deed in favour of the Society/Association/or any Legal Entity. In the event that the entity comprises of Co-operative Housing Society, the sale deed in the manner permitted shall be executed by the Promoter, within 3 (Three) months of the issue of occupancy certificate. At the time of execution of the sale deed, the Promoter shall hand over, lawful, vacant, peaceful, physical possession of the common areas to the Society/Association/any Legal Entity.

- d) If for any reason/s the conveyance of the said Apartment along with the corresponding proportionate undivided share in the said Project Land is to be executed in favour of the Allottee by the Promoter, the Society/Association/any Legal Entity in the case of such eventuality shall be a maintenance one.

11. MAINTENANCE OF THE SAID BUILDING/ SAID PROJECT :

The Promoter shall be responsible to provide and maintain essential services in the said Project till the taking over of the maintenance of the said Project by the Society/Association/or any Legal Entity, upon the issuance of the completion certificate/occupancy certificate of the said Project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the said Act. It is agreed between the parties that settlement cracks in the plaster shall not be treated as defects in construction.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of Allottee/s/Entity which may be formed shall have rights of unrestricted access of all common areas and parking spaces for providing necessary maintenance services and the Allottee further agrees to permit the Promoter/maintenance agency/association of Allottee/s/Entity to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE :

- a) The Allottee (as the case may be) shall use the said Apartment only for the purpose of carrying on permitted business and the said Apartment or any part thereof or permit the same to be used only for purpose of residence and shall use the parking space allotted only for purpose of keeping or parking vehicle.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- a) The Allottee shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- b) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the said Building or common areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said

Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the said Apartment.

- c) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- d) The Allottee shall observe and perform all the rules and regulations which the Society/Association/or any Legal Entity 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/or said Project and the Apartments 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/Association/or any Legal entity regarding the occupancy and use of the Apartment 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.

- e) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital or for the formation of the Society/Association/or any Legal Entity or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- f) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and Building or any part thereof. The Allottee shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terrace spaces, will remain the property of the Promoter until the said structure of the building or the said Project Land is transferred to the Society/Association/or any Legal Entity as hereinbefore mentioned.

- g) Any increase in the FAR, in respect of the said Project Land shall solely belong to Promoter only and the Promoter can utilize the same in the manner permitted.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this Agreement for the allotment of said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this

Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

22. WAIVER NOT A LIMITATION TO ENFORCE:

- a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.

- b) Failure on the part of the parties to enforce, at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or said 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 said Act or the said 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the said Project, the same shall be in proportion to which

the carpet area of the said Apartment bears to the total carpet area of all the Apartments in the said Project.

25. FURTHER ASSURANCES:

Both parties agree that they shall execute, acknowledge and deliver to the other such instrument/s and take such other action/s, 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.

26. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter or 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 the said Agreement shall be registered at the office of the Sub-Registrar at Mapusa-Goa.

27. NOTICES:

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 at their respective addresses specified below:

Name of Allottee :

Allottee Address :

Promoters name :

M/S. GENERAL CONSTRUCTION AND INFRASTRUCTURE

Promoters Address :

401, Lotus Court, St. Inez,
Panaji, Goa, 403 001.

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 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.

28. JOINT ALLOTTEES:

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

29. GOVERNING LAW:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the said Act and the said Rules and Regulations made there under including other applicable laws of India for the time being in force.

30. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the said Act.

SCHEDULE-I
(DESCRIPTION OF THE SAID PLOT)

All that Plot bearing No. 3, a disannexed fraction of the property known as "Terreno Sem Denominacao Especial", and which is more particularly described in Schedule – I hereinabove written and now known as "Mariedale" or "Ally" and surveyed under Survey No. 123/7 of Village Penha De France, now situated within the registration Sub-District of Bardez, District of North Goa, in the State of Goa, admeasuring an area of 1125 sq. mtrs. and bounded as follows :

On the East : by land of Comunidade of Serula presently by Survey No. 123/2 of Village Penha De France, belonging to Comunidade and Mr. Yatin G. Kakodkar;

On the West : by road;

On the North : by Plot No. 2 named "Esperanca" of the said property "Terreno sem denominacao Especial" sold to Dr. Gustavo Couto

and wife presently surveyed under Survey No. 123/5 of Village Penha De France and;

On the South : by Plot No. 4 of the said property "Terreno Sem Denominacao Especial" presently by Survey No. 123/9 of Village Penha De France belonging to Mrs. Aurelia Ribeiro Silveira

(the said Plot for better clarity is delineated in Red colour boundary in the plan annexed hereto as Annexure – "A")

SCHEDULE -II

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT FLAT, bearing No. _____, having **carpet area** of _____ **sq. mtrs.**, situated on the _____ **Floor** in the said Project known as "**ASTER**", constructed on the said Project Land better described in Schedule I hereinabove written.

The said Apartment for better clarity is demarcated is Red colour boundary line in the plan annexed hereto as Annexure "F".

SCHEDULE -III

(SPECIFICATIONS/FIXTURES/FITTINGS)

Structure :

The building will be of Earthquake resistant R.C.C. framed structure with all external walls of 23 cm thick laterite stone or concrete blocks, Internal partitions walls will be of 10 cms clay or fly ash bricks.

Plastering :

External walls will be finished with 2 coats of sand faced cement plaster with suitable waterproofing additives. Internal walls and ceiling will have single coat plaster in c.m 1:4, smooth finished with suitable cement based material.

Flooring :

- a) Full body Vitrified tiles 600 x 600 in Living/Bedrooms.
- b) Matt finish Vitrified tiles 600 x 600 in Kitchen.
- c) Bathrooms -- Non-skid ceramic tiles 300 x 300 in floor, ceramic wall tiles 450 x 300 up to door height.
- d) Balconies – non-skid ceramic tiles.

Doors / Windows:

- a) Main door frame will be Teakwood or equivalent of size 5'' x 2 1/2 '' or 4'' X 2 1/2'', with Marine grade flush door finished with veneer, night latch and Aldrop from out side.
- b) Bedroom door frames will be of seasoned teak of size 4''x 2.5'' with Marine grade flush doors and tubular mortice lock.

- c) Bathroom door frames will be of seasoned hardwood of size 4''x 2.5''. Shutters will be marine grade flush doors with laminate finish or FRP , and will have tubular locks.
- d) Balcony / terrace doors / French doors will be of anodized / Powder coated aluminum with 4 mm glass.
- e) Windows will be of anodized / Powder coated aluminum with 4 mm plain glass.
- f) All fittings and fixtures will be of heavy duty brass / S.S.

Kitchen Platform:

Black granite counter top with stainless steel sink. Dado will be of 60 cm. height with Ivory colored ceramic tiles.

Plumbing and Sanitary :

- a) All SWR lines will be in PVC. External water lines will be of UPVC. Concealed lines will be of UPVC and/or CPVC.
- b) Provision for individual solar water heater will be made in the piping.
- c) Plumbing fittings will be of CP from reputed brand.
- d) Sanitary ware will be of reputed brands in white colour.
- e) Bathroom will have shower area with EWC and counter top / under counter / wall mounted basin.

Finishes:

- a. External walls will be painted with Weather resistant paint.

- b. Internal walls and ceiling will be painted with washable acrylic oil bound distemper.
- c. Main door and Bedroom doors will be finished with French polish.

Electrification :

- a. All wiring will be of concealed type with multi strand copper cables of make Finolex / Polycab / RR or equivalent.
- b. Switches and fittings will be of modular type from recognized manufacturers.
- c. Power Points : Minimum One 15 amps power point each will be provided in the Bedroom, Living Room and Bathroom. 2 nos. 15 amps power points in Kitchen.

Other Points :

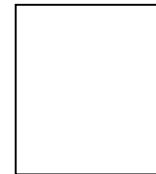
- i) Liv / Din. - Minimum 4 light points, 1 fan point, three 5amp points, one TV jack, one telephone jack and one bell point.
- ii) Bedroom - Minimum 3 light points, 1 fan point, three 5 amp points, one TV jack and one Telephone jack.
- iii) Kitchen - Minimum 2 light points, 1 fan point, four 5 amps points.
- iv) Bathroom - Minimum 2 light points, 1 exhaust fan point and one 5 amp points on board.

SCHEDULE -IV
“ASTER”
PAYMENT PLAN

Sr. No.	Items	Percentage
1	Booking	10%
2	Foundation & Plinth	6 %
3	RCC Works	
	Completion of 1 st Slab	12%
	Completion of 2 nd Slab	12%
	Completion of 3 rd Slab	12%
	Completion of 4 th Slab	12%
	Completion of Roof Slab	10%
4	Masonry / External Plastering	
	1 st Floor	2.5%
	2 nd Floor	2.5%
	3 rd Floor	2.5%
5	Internal Plastering	
	1 st Floor	2%
	2 nd Floor	2%
	3 rd Floor	4%
6	Flooring / Plumbing	
	1 st Floor	3%
	2 nd Floor	3%
	3 rd Floor	4%
8	Electrical / Painting / Sanitary ware	3%

IN WITNESS WHEREOF the parties hereto have signed this Agreement for sale, on the day, month and year first hereinabove mentioned in the presence of witnesses.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED "PROMOTER")
OF THE ONE PART.)



M/S. GENERAL CONSTRUCTION AND INFRASTRUCTURE.
(Through its duly authorized partner Mr. Ghanashyam Sardesai)

L.H.F.P.

R.H.F.P.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

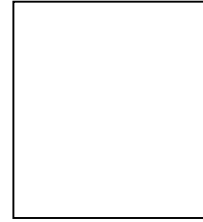
4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED BY)
THE WITHIN NAMED "ALLOTTEE")
OF THE OTHER PART)



Mr./Mrs.

L.H.F.P.

R.H.F.P.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of :
