

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this ____ **day of**
_____ **of the year** ____ at Anjuna, Bardez Taluka, North Goa
District.

BETWEEN

M/S HARASIDDH CONSTRUCTIONS (PAN No: **AAJFH6886Q**) a Partnership Firm registered under Indian Partnership Act 1932, having address at Tulsi Villa, Poddar Road, Santacruz (West), Mumbai 400054 represented by its partner _____ (PAN No. _____) son/wife of _____, aged ____ years (marital status) (occupation) (nationality) residing at _____ duly authorized vide Power of Attorney dated 05/02/2018 Notary Register Sr.No.____ hereinafter referred to as the “**SELLERS/BUILDERS/PROMOTER**” or “**FIRST PARTY**”.

AND

1. _____ (PAN No: _____) son/wife of _____ aged ____ years (marital status) (occupation) (nationality) **& 2.** _____ (PAN No: _____) son/wife of _____ aged ____ years (marital status) (occupation) (nationality) having address at _____ hereinafter referred to as the “**PURCHASER/S-ALLOTTEE**” or the “**SECOND PARTY**”.

The said expressions, SELLERS/BUILDERS and PURCHASER/S shall unless repugnant to the context or meaning thereof, mean and include their heirs, successors, assignees, representatives, nominees, etc.

WHEREAS:

a. The SELLERS/BUILDERS are entitled to development rights in respect of immovable property situated at village Anjuna, taluka Bardez, district North Goa, more particularly described in **SCHEDULE-I** hereunder written and hereinafter referred as the ‘**said property**’.

b. Form I & XIV dated 04.12.1990 shows that the property is recorded in the Occupants column in favour of M/S Walbro Hotels Private Limited; Form I & XIV dated 04.11.2004 shows that the property is recorded in the Occupants column in favour The Mapusa Urban Co-op Bank of Goa Limited; and Form I & XIV dated 29.05.2012 shows that the property is recorded in the Occupants column in favour Sofitel Hospitality & Management Private Limited.

c. Vide the Deed of Sale dated 25.08.1980 executed between Dr. Jose Alexandre Ludovico Albuquerque and his wife Ruth Perpetua Souza de Albuquerque both as the Vendors and Mr. Dattatray Kashinath Nanal and Mr. Sanjiv Dattatray Nanal as Purchaser, whereby the said described property is sold in favour of the Purchasers. Under the deed of Rectification dated 29.02.1988 certain rectification was carried out.

d. Under Deed of Sale dated 23.12.1988 executed between Mr. Dattatray Kashinath Nanal, Mrs. Inacin Dattatray Nanal, Mr. Sanjiv Dattatray Nanal, and Sarita Sanjiv Nanal as Vendors, sold the said property to M/S Walbro Hotels Private Limited.

e. By Deed of Mortgage dated 28.05.1991 executed between M/S Walbro Constructions, a proprietary concern as the Borrower, M/S Walbro Hotels Private Limited, as the Mortgagors, The Mapusa Urban Cooperative Bank Limited, as the Bank, and the two sureties, i.e. Mr. Anilkumar Purushottan Prabhu Walavalkar and Mrs. Arundhati Anant Desai, the said property was mortgaged to the bank against a loan amount of Rs.20,00,000/- and other terms and conditions.

f. A judgment dated 26.08.1995 passed by the Nominee of the Registrar of Co-operative Societies, Goa, in Case No: 3/4/79(A)193/ABN Case 79/94-95 in the proceedings initiated upon failure on the part of the Mortgagor and the sureties to repay the loan amount to the Mapusa Urban Co-operative Bank Ltd. The Judgment dated 26.08.1995 passed in favour of the Bank against the Borrower, Mortgager and the two sureties as opponents provides that the opponents shall pay the outstanding amount with interest thereon.

g. The Purchase certificate issued by the Sale Recovery Officer, Central Registrar of Co-op Societies, Camp Court No. 1, Mapusa, Goa, certify that the said property is sold to The Mapusa Urban Co-operative Bank of Goa Limited in the public auction held on 28.03.2002.

h. Oral Order dated 17.03.2008 passed by the Hon'ble High Court of Bombay at Goa in Writ Petition No: 138 of 2008 filed by the Bank as the Petitioner against the Registrar of Co-operative Societies and 2 others as the Respondents shows that a Writ Petition has been filed challenging the judgment dated 16.08.2007 and 30.01.2008 passed by the respondent no 1, i.e. The Registrar of the Co-operative Societies. By virtue of the said order dated 17.03.2008, the Hon'ble High Court stayed the operation of the said impugned judgments passed by the Registrar.

i. The judgment of the Hon'ble Supreme Court dated 24.03.2009 passed in Civil Appeal No. 1730 of 2009 deals with a challenge by Woods Beach Hotels Limited challenging the interim order dated 17.03.2008 of the Hon'ble High Court of Bombay at Goa, wherein the Hon'ble Supreme Court disposed of the Civil Appeal by making certain observations as mentioned in the said Judgment. The Hon'ble Supreme Court granted conditional stay in favour of the Petitioner, Woods Beach Hotels Limited. However the Hon'ble Supreme Court requested the Hon'ble High Court to decide within a fix time period on merits the pending Writ Petition.

j. By Deed of Sale dated 27.06.2009 duly registered before the Sub-Registrar of Bardez at Mapusa under no. 1124 at pages 234 to 249 of Book no. 1 Volume no. 2805 dated 02.07.2009, The Mapusa Urban Co-operative Bank of Goa Ltd. as Vendor sold in favour of Sofitel Hospitality and Management Pvt. Limited the said property as described in the Scheduled mentioned in the said Sale Deed and described above. The sale deed referred herein is executed after expiry of the stay order granted by the Hon'ble Supreme Court in Civil Appeal no. 1730 of 2009. The stay order of the Hon'ble Supreme Court expired on 24.06.2009.

k. The Judgment dated 08.07.2009 passed in Writ Petition No. 138 of 2008 disposed of on merits the said Writ Petition. By the said Judgment the Hon'ble Court allowed the petition filed by The Mapusa Urban Co-operative Bank of Goa Limited and set aside the order of the registrar dated 16.08.2007 and 30.01.2008. By virtue of the said judgment of the Hon'ble High court the claims put forth by M/S Woods Beach Hotels Limited over the said property was finally rejected on merits. In other words, the sale of the said property by virtue of Certificate of Sale dated 06.05.2002 in favour of The Mapusa Urban Co-operative Bank of Goa

Limited, Mapusa, in public auction was upheld. Consequently the sale deed dated 27.06.2009 executed by The Mapusa Urban Co-operative Bank of Goa Limited as Vendor in favour of Sofitel Hospitality and Management Pvt. Limited of the said property described above is confirmed as valid and subsisting, thus Sofitel Hospitality and Management Private Limited acquiring full title and ownership to the said property described above.

1. For the purpose of developing the said property, the said Sofitel Hospitality and Management Private Limited have obtained (i) approval of building plans from Town Planning Department as per approval letter dated 11.03.2015 under TPBZ/3224/ANJ/TCP-15/929 issued by Office of The Senior Town Planner, Mapusa, Goa (ii) non-agricultural permission/sanad from the Collector, North Goa dated 22.04.2015 under RB/CNV/BAR/AC-1/75/2014 and (iii) construction license from Village Panchayat of Anjuna dated 13.05.2015 under VP/ANJ-CAI/2015-2016/262.

m. The said Sofitel Hospitality and Management Private Limited was converted into Sofitel Hospitality and Management LLP vide certificate dated 24.11.2014.

n. The said Sofitel Hospitality and Management LLP have started development of the said property and partly constructed some of the proposed buildings on the said property as per approved plans. The said Sofitel Hospitality and Management LLP have sold/agreed to sell some of the Flats/Shops in some of the proposed buildings on the said property.

o. Vide agreement for development dated 05.10.2016 registered with the Sub-Registrar, Mapusa under No.BRZ-BK1-04211-2016 dated 06.10.2016 the said Sofitel Hospitality and Management LLP granted development rights in respect of the said property to M/S Harasiddh Constructions (the SELLERS/BUILDERS herein) for terms and conditions mentioned therein. As per the said agreement for development the SELLERS/BUILDERS are required to complete the balance construction of all the buildings with necessary infrastructure on the said property. In consideration of the same the SELLERS/BUILDERS are entitled to sell/allot/lease/dispose the Flats and Shops listed as "Developers' Areas" in Annexure-C of the said agreement for

development. The Flats and Shops under entitlement of the said Sofitel Hospitality and Management LLP are listed under Owners' Sold Areas (Flats & Shops already sold/agreed to be sold by them) in Annexure-B and Owners' Retained Areas (Flats & Shops yet to be sold by them) in Annexure-C of the said agreement for development.

p. The SELLERS/BUILDERS are accordingly developing the said property by constructing building complex on the said property which shall be named 'CHARVI REEMZ'. The said project is registered under Goa RERA No. _____

q. The PURCHASER/S desired to purchase one **Flat/Shop** in the said building complex "CHARVI REEMZ". Accordingly the PURCHASER/S has seen the building site, examined the approved plans, the required approvals and permission from the competent authorities and has examined the title of the said property. After being fully satisfied, the PURCHASER/S has approached the SELLERS/BUILDERS and shown interest to purchase one Flat/Shop from the said Developers' Areas being **Flat/Shop No. __ on _____ Floor of Building No. __ of "CHARVI REEMZ"**.

r. The SELLERS/BUILDERS have agreed to sell to the PURCHASER/S, the said **Flat/Shop** for consideration and on terms and conditions agreed and written hereunder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. PREMISES:

(a) The PURCHASER/S has agreed to purchase and the SELLERS/BUILDERS have agreed to sell the said **Flat/Shop No. __**, admeasuring ____ **Sq. Mts.** Carpet area as per RERA and ____ **Sq. Mts.** exclusive balcony/verandah area (and ____ **Sq. Mts.** exclusive terrace area) situated on _____ **Floor of Building No. __** of the said project "**CHARVI REEMZ**" which **Flat/Shop** is more particularly described in the **SCHEDULE-II** hereunder written and hereinafter referred to as the "**said premises**" for a consideration of **Rs. _____/- (Rupees _____ Only)** (exclusive of other incidental amounts, applicable taxes, duties, levies, charges, etc. separately payable under provisions of

this agreement) payable in accordance with the schedule of payment as mentioned in **SCHEDULE-III** to this Agreement. On or before the execution of this agreement the PURCHASER/S have made a payment of Rs._____/ - (Rupees _____ Only) by way of earnest money the receipt of which the BUILDERS/SELLERS do hereby admit and acknowledge.

(b) The SELLERS/BUILDERS warrants that:

(i) They are entitled to development rights of the said property and the said premises agreed to be sold herein.

(ii) The said premises shall conform to the Standard Specifications in **SCHEDULE-IV** of this Agreement.

(c) The SELLERS/BUILDERS shall under normal conditions sell after construction in the building complex "CHARVI REEMZ" the said premises as per the approved plans with such variations and alterations as the SELLERS/BUILDERS may consider necessary or as may be required by the Architect of the SELLERS/BUILDERS or by any Competent Authority to be made in them or in any of them but so as not to reduce the total carpet area of the said premises. The SELLERS/BUILDERS being the owner of the said building and premises thereof shall not be required to take any further permission of the PURCHASER/S for the same and by entering into this agreement the PURCHASER/S are expressly agreeing to the said additions/ alterations/ variations.

(d) The dimensions of the said premises given in the plan hereto annexed are approximate and may vary by 5% and the PURCHASER/S hereby consents to the same and shall not be entitled to object to it and any variation in these dimensions shall not affect the consideration price mentioned and the payment thereof by the PURCHASER/S.

2. CONSIDERATION:

a) In consideration of the purchase of the said premises the PURCHASER/S agree/s to pay to the SELLERS/BUILDERS a sum of **Rs._____/ - (Rupees _____ Only)** which is its fair market value subject to clause 6 a, b, and c hereinafter written and as per the mode of payment specified in **SCHEDULE-III** on or before the due dates provided therein since the payment plan is construction linked, the

due dates will be 07 days from the date of demand letter.

b) Time being the essence of this Agreement, if the PURCHASER/S commit/s default in payment of any of the installments aforesaid on their respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, including the payment of any taxes or outgoings, the SELLERS/BUILDERS shall without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The SELLERS/BUILDERS shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the SELLERS/BUILDERS after forfeiting an EMD component of **Rs. _____/- (Rupees _____ only)** but without any further amount by way of interest or otherwise.

c) On the SELLERS/BUILDERS terminating the Agreement under this clause, the SELLERS/BUILDERS shall be at liberty to allot, transfer, use, sell and dispose off the said premises to any other person as the SELLERS/BUILDERS deem fit, and for such consideration as the SELLERS/BUILDERS may determine and the PURCHASER/S shall not be entitled to question this act of the SELLERS/BUILDERS or to claim any amount from the SELLERS/BUILDERS. The PURCHASER/S agrees expressly that they shall have no claim of any nature whatsoever against the SELLERS/BUILDERS or on the said premises.

d) Without prejudice to SELLERS/BUILDERS's other rights, under this Agreement and/or in law, the PURCHASER/S shall be liable to pay to the SELLERS/BUILDERS interest at the rate of 12% per annum compounded quarterly on all amounts due and payable (including the payment of any taxes or outgoings) by the PURCHASER/S under this Agreement, if any such amount remain unpaid for seven days or more after becoming due.

e) The SELLERS/BUILDERS shall have absolute control over the said premises being the owner thereof till payment of the entire amount which the PURCHASER/S is/are or may be found liable to pay to the SELLERS/BUILDERS under the terms and conditions of this Agreement.

3. DELIVERY, USE AND MAINTENANCE OF THE SAID PREMISES:

(a) The SELLERS/BUILDERS shall deliver the possession of the said premises, after obtaining Occupancy Certificate from the Competent Authorities, for use and occupation of the PURCHASER/S on or before _____ PROVIDED, full consideration and all the amounts due and payable by the PURCHASER/S under this Agreement have been paid by the PURCHASER/S to the SELLERS/BUILDERS.

(b) The SELLERS/BUILDERS shall upon receipt of the requisite Occupancy Certificate, by a notice in writing, intimate the PURCHASER/S, to take possession of the said premises within seven days from the date of receipt of such notice. Before taking the possession of the said premises and within 7 days of receipt of PURCHASER/S of a notice from SELLERS/BUILDERS that the premises are ready for occupation, the PURCHASER/S shall inspect the said premises and related common areas and satisfy himself/herself/themselves about the correctness of area and that the same are constructed as per agreed plan and specifications. After such verification, the PURCHASER/S shall be bound and liable to take possession of the said premises within 7 days by signing the possession letter and shall not thereafter be entitled to raise any objection, dispute or contention in these respects. Upon the PURCHASER/S taking possession of the said premises, he shall have no claim against the SELLERS/BUILDERS in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Cracks due to moisture changes, temperature variations, chemical reactions and dampness shall not be considered as defective work. Similarly, the SELLERS/BUILDERS shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material, etc.

(c) If the PURCHASER/S fail to take the possession in the time frame stipulated above, he shall be deemed to have taken possession and delivery of the said premises and shall have no claims, disputes, objections or any contentions of any nature whatsoever.

(d) Failure to take delivery of the said premises shall not exonerate the PURCHASER/S from his liability to pay the outgoings such as property taxes, cesses and other dues and maintenance costs, common electricity charges, water bills, and costs of maintenance of the building and amenities, etc., from the date of the Occupancy Certificate.

(e) From the date of the issue of Occupancy Certificate or from the stipulated date as envisaged hereinabove, whichever shall be later in point of time, the responsibility /liability for maintenance of the said premises shall be of the PURCHASER/S and also the responsibility / liability in respect of the common amenities thereof shall solely be that of the PURCHASER/S.

(f) The SELLERS/BUILDERS upon giving the intimation as stated above, shall be deemed to have completed the said premises in accordance with this Agreement in all aspect and shall not be responsible in any manner whatsoever, if the PURCHASER/S delays in taking delivery of the premises.

(g) The SELLERS/BUILDERS shall not incur any liability if they are unable to deliver possession of the said premises by the date stipulated in Clause No.3 (a) hereinabove if the completion is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or if non- delivery of possession is as a result of any notice, order, rule, or notification of the Government or any other public or competent authority, and Court including delay for getting Occupancy Certificate and other clearances, extensions from the competent authorities or for any other reason beyond the control of SELLERS/BUILDERS and in any of the aforesaid events the SELLERS/BUILDERS shall be entitled to a reasonable extension of time.

(h) (i) If for reason other than those in Clause No.3(c) above, the SELLERS/BUILDERS is unable to or fails to give possession of the said premises to the PURCHASER/S within the time specified in Clause No.3 (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S shall be entitled to give a notice to the SELLERS/BUILDERS terminating the Agreement, in which event, the SELLERS/BUILDERS shall within four weeks from the receipt of such notice refund to the PURCHASER/S the amounts, if any inclusive of an EMD component but excluding the interest paid on previously delayed payments, taxes, statutory levies, duties and charges of non-refundable manner that may have been received by the SELLERS/BUILDERS from the PURCHASER/S in respect of the

said premises along with simple interest on such amount at the rate of 12% per annum from the date of receipt till repayment.

(ii) The PURCHASER/S may also claim from the SELLERS/BUILDERS a sum of Rs.100/- (Rupees hundred only) per day as quantified liquidated damages in respect of such termination from expected date of completion till the date of repayment. Neither party shall have any other claim/s against the other in respect of the said premises or arising out of this Agreement and the SELLERS/BUILDERS shall be at liberty to allot, sell and dispose the said premises to any other person/s for such consideration and upon such terms and conditions as the SELLERS/BUILDERS may deem fit.

(i) The PURCHASER/S shall use the said premises only for the purpose of **residence (for Flats)/commercial (for Shops)** or for any purpose which is permissible by the prevailing laws of local authorities, as may be applicable. PURCHASER/S shall use the parking space, if allotted to him/her/them by the SELLERS/BUILDERS, only for purpose of keeping or parking the PURCHASER/S' own vehicle. It is expressly agreed that the SELLERS/BUILDERS shall be at liberty to use, sell or allow use of other Flats/Shop/Premises for the purpose of flat/office/shop/ and other non-residential uses and the PURCHASER/S agree not to raise any objection and/or claim, ask for reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance.

(j) The PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Flat/Shop PURCHASER/S in the said building or complex "CHARVI REEMZ". The PURCHASER/S shall not store any goods in the said premises or common areas which are hazardous or dangerous and are so heavy as to damage the construction/structure of the said building. The PURCHASER/S shall not throw dirt, garbage, rubbish, etc out into the common areas and shall ensure proper disposal of domestic waste generated in the said premises.

(k) The PURCHASER/S hereby agree expressly not to make any kind of alteration in the external elevation design of the building in any

manner including covering of the balconies/chhajja, external colour scheme of the building or the internal colour scheme outside of the said premises agreed to be purchased by them without the permission of the SELLERS/BUILDERS. The PURCHASER/S shall not demolish or alter any part of the said premises and/or the structure of the said building and cause any kind of damage to the structural components of the said building.

(l) The PURCHASER/S shall from the date of possession maintain the said premises, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said premises and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

(m) The PURCHASER/S shall (under any circumstances) not let, sub-let, sell, transfer, assign or part with their interest under this Agreement or part with possession of the said premises (wherever it is applicable) until all the dues payable by them to the SELLERS/BUILDERS under this Agreement are fully paid up and that too only if the PURCHASER/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the prior consent in writing of the SELLERS/BUILDERS.

(n) The PURCHASER/S shall permit the SELLERS/BUILDERS and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the said premises or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S shall consent, within three days of the SELLERS/BUILDERS giving a notice in writing to the PURCHASER/S, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said

building, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.

4. **DEFECTS:**

Upon the PURCHASER/S taking delivery of the said premises, he/she shall inspect and verify as to any defects etc. and thereafter shall have no claim against the SELLERS/BUILDERS in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. In case where the PURCHASER/S has, for any reason, failed to take the actual possession in stipulated time, PURCHASER/S is assumed to have waived his claim of such nature.

5. **ALLOCATION OF PARKING SPACES & USE OF OPEN SPACES/TERRACES:**

(a) The SELLERS/BUILDERS shall have exclusive right to the compulsory open spaces kept around, above or under the building/s in the said complex. The SELLERS/BUILDERS shall be entitled to allot/allocate such open spaces as parking spaces to any Flat/Shop/Premises Purchasers of the complex. The PURCHASER/S hereby accepts the right of the SELLERS/BUILDERS to use/allow us of the said open spaces for advertisement hoardings/telecommunication tower (on ground or on terrace of the building). The Allotees of such parking spaces shall have the exclusive right to park their cars in such parking space/s. The PURCHASER/S herein or other Flat/Shop/Premises Purchasers or the Society/Entity which may be formed, will be bound by such exclusive right to use, occupy and possess the said reserved parking spaces and/or advertisement hoarding and/or telecommunication tower as the case may be.

6. **TAXES & OUTGOINGS:**

(a) The PURCHASER/S hereby agree and undertake to pay the taxes such as Service tax, VAT, GST and other taxes as may be applicable as on date or in future upon the transaction of purchase of the said premises at the rate applicable from time to time over and above the

consideration amount mentioned in Clause No.2 (a) above. It is expressly agreed that liability for such taxes shall be that of the PURCHASER/S alone. The consideration amount mentioned in Clause No.2 (a) above is agreed between the parties herein after considering all the benefits of input tax credit, etc and whatever discount possible under GST system.

(b) From the date of taking over the possession of the said premises the PURCHASER/S shall be liable to pay the property tax and all other taxes, charges, assessments, levies, water and electricity connection etc. by whatever name called, as the owner of the said premises. The SELLERS/BUILDERS shall not be responsible for any default in payment of such nature.

(c) Any levy or tax of any nature, if levied or becomes due and payable subsequently by the SELLERS/BUILDERS or on the said building or on individual flat/shops in CHARVI REEMZ including the said premises, even after obtaining the Occupation Certificate shall be borne by the PURCHASER/S proportionately to the extent of the carpet area of the said premises and accordingly, the amount of consideration mentioned in clause 2(a) above, shall stand increased to that extent.

(d) The amount so to be borne by the PURCHASER/S shall be paid by the PURCHASER/S within 15 days of the intimation by the SELLERS/BUILDERS, notwithstanding the fact that the said premises, at that point of time, may have already been transferred unto the PURCHASER/S or its possession has already been handed over to the PURCHASER/S.

(e) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority or electricity and water/sewerage charges, exclusively pertaining to the said premises shall be borne by the PURCHASER/S from the date of issuance of Occupancy Certificate

7. VARIATION IN PLANS:

(a) It is hereby agreed that the SELLERS/BUILDERS shall be entitled, and are also hereby deemed to have been permitted by the PURCHASER/S to make such additions/variations and alterations in the building plans or in the layout, elevation of the building including relocating/realigning the open spaces/ all structures/ buildings/ garden

spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the project as a whole before getting the Occupancy Certificate. It is further agreed that the SELLERS/BUILDERS shall be entitled to amalgamate the said property within one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the said property by the PURCHASER/S/S. If and when construction come up in such properties, adjoining the said property, the same shall, at the discretion of the SELLERS/BUILDERS, either form part of the said property or shall be a distinct project not connected with the said property. The decision of the SELLERS/BUILDERS in this regard shall be final and binding on the PURCHASER/S. The PURCHASER/S hereby give/s his express consent to the above and it shall be considered as consent in writing of the PURCHASER/S required by law.

(b) All plans for the said project CHARVI REEMZ have been prepared and approval(s)/ construction license(s) with respect to the same have been obtained, on the basis of the survey plans of the said property and areas mentioned therein, and the SELLERS/BUILDERS are expressly entitled to revise the plans/ approval(s)/ construction license(s) based on actual site conditions, which shall be construed as final for all purposes.

(c) In the event the SELLERS/BUILDERS is required to permit the owners of any of the adjoining plots, the use of any portion of the said property by way of right of way or by way of right of use including the easementary rights, the SELLERS/BUILDERS shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the FAR (floor area ratio) corresponding to the area so given for easementary right, shall accrue exclusively to the benefit of the SELLERS/BUILDERS i.e. for the purpose of the built up area of the building complex CHARVI REEMZ.

(d) The SELLERS/BUILDERS shall be entitled to unilaterally revise the plans and/or specifications relating to

(i) The exterior of the building complex 'CHARVI REEMZ'.

(ii) All common structures/ areas/ amenities in and around the

building complex 'CHARVI REEMZ' including adding/ modifying/ deleting/ relocating any such structures/ areas/ amenities till the final submission of plans for approval and grant of Occupancy Certificate.

(e) The SELLERS/BUILDERS shall be at liberty, and are hereby permitted by the PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces all structures/ buildings/ garden spaces and / or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require, so long as the carpet area of the said premises is/are not altered and the Standard Specifications set out in the SCHEDULE IV hereunder written is not altered.

(f) In the event the PURCHASER/S desire/s to make any changes or additions within the said premises to the Standard Specifications detailed in SCHEDULE IV hereinafter written, if permitted by the SELLERS/BUILDERS, subject to the overall approval of the authorities concerned, if need be, the PURCHASER/S shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra item of work.

8. FORMATION OF ENTITY & TRANSFER:

(a) The SELLERS/BUILDERS shall, entirely at their discretion, decide whether to organize the formation of a Co-operative Housing Society, or a Co-operative Society for Maintenance only or an unregistered association in respect of the said scheme. For the sake of convenience, the said Association/Society is in certain clauses of the present agreement referred to as the "ENTITY". The SELLERS/BUILDERS shall be entitled to form different ENTITY for different buildings or Phase Wise ENTITY as they may deem fit. The PURCHASER/S are made aware that such ENTITY shall/may include purchasers of the Flat/Shop/Premises under entitlement of the said Sofitel Hospitality and Management LLP as listed under Owners' Sold Areas and Owners' Retained Areas in the said agreement for development referred to in preamble clause (o) hereinabove.

(b) Once the SELLERS/BUILDERS take a decision in this matter the

PURCHASER/S agree and undertake to join as member of any such ENTITY that may be formed as well as to bear all the related expenses, sign all necessary papers and extend fullest cooperation for this purpose, and pay the entrance fee, share money and advocate fees, relating to the formation of such ENTITY.

(c) Under the Co-operative law, a Co-operative Society is formed by its promoters and members. Accordingly, it is hereby made very clear that the SELLERS/BUILDERS shall as a matter of courtesy only assist the PURCHASER/S in forming a Cooperative Society or an Association of persons or such other entity for holding/owning and/or maintaining the said scheme. The SELLERS/BUILDERS however will not be responsible for the formation and registration of the Society or Association.

(d) The SELLERS/BUILDERS shall be in absolute control of those premises in the scheme, the construction of which is not financed by any person. Should the SELLERS/BUILDERS decide to retain any premises/built up area in the scheme they shall join the Entity as member.

(e) Upon completion of the building Complex 'CHARVI REEMZ' and upon receipt of all the amounts due and payable to the SELLERS/BUILDERS in respect of all the flat/shops in the said building/s in the complex are paid in full as aforesaid, the SELLERS/BUILDERS shall assist the PURCHASER/S and other Flat/Shop PURCHASER/S in getting conveyed the said building in the name of the ENTITY or agree to get executed the sale deed/conveyance of the undivided impartible and proportionate share in the said property in the names of all the PURCHASER/S which shall be in proportion to the carpet area owned by each of them as a separate Entity and further assist in the formation of General Society for maintenance/ upkeep of the Buildings and Complex.

(f) The decision of the SELLERS/BUILDERS in this regard shall be final and binding on all the PURCHASER/S of flat/shops including the PURCHASER/S of the said premises irrespective of the fact that the purchase was made either before or after the formation of the Entity.

(g) When the SELLERS/BUILDERS takes a decision in this matter, the

PURCHASER/S and other Flat/shop PURCHASER/S of CHARVI REEMZ shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said ENTITY and for the Conveyance of the said property to the said ENTITY or get executed the conveyance of the undivided impartible and proportionate share portions in the said property in the names of all the individual PURCHASER/S which shall be in proportion to the extent of carpet area owned by each of them as a separate Entity and further assist in the formation of the General Society for maintenance / upkeep of the Building and Complex.

(h) The PURCHASER/S and the person/s to whom the said premises is / are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY as may be applicable from time to time (as and when formed).

(i) The PURCHASER/S shall observe and perform all the rules and regulations which the Society or the Association or Cooperative Society may adopt from its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the premises therein and for the observance and performance of the building rules and regulations and , Bye-laws for the time being of the concerned local authority of Government and other public bodies, The PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the said ENTITY regarding the occupation and use of the said premises in the said building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

(j) No objection shall be taken by the PURCHASER/S if any changes or modifications are made in the bye-laws or rules and regulations to be framed or framed by the said ENTITY as may be required by any competent authority.

(k) The PURCHASER/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the SELLERS/BUILDERS and of the other flat/shop PURCHASERS in

CHARVI REEMZ.

(l) In the event such said ENTITY is formed and/or registered well before the completion of the building complex "CHARVI REEMZ", the said ENTITY and the PURCHASER/S together with other flat/shop PURCHASER/S shall be subject to the overall authority and control of the SELLERS/BUILDERS in respect of any matter concerning the said property or the said premises or the said building complex under this Agreement.

(m) In the event if the SELLERS/BUILDERS agree to allow formation of such ENTITY pending completion of construction of all buildings and sell of all flats/shops/premises therein the SELLERS/BUILDERS shall be entitled to construct such building/s without any objection from the PURCHASER/S and/or the ENTITY to be formed and the SELLERS/BUILDERS shall be deemed to be the owners of such uncompleted/unsold Flats/ Shops/ Premises/ Stilt/ Garage/ Open spaces, terraces, etc and the SELLERS/BUILDERS shall be entitled to own/ possess/ use/ occupy themselves such Flats/ Shops/ Premises/ Stilt/ Garage/ Open spaces, terraces, etc and/or sell/allot/lease the same to any person/s and receive sale/lease prices in respect of such premises and the SELLERS/BUILDERS and/or Purchasers of such premises as the case may be, shall be admitted as members of the ENTITY without any objection and/or without charging any extra premium or extra payment.

(n) All papers pertaining to the admission to the said ENTITY and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the said ENTITY shall be prepared by the Advocates of the SELLERS/BUILDERS.

(o) The PURCHASER/S, whether he/she occupies or resides in the said premises or not, shall pay such amounts or deposits as may be determined by the SELLERS/BUILDERS towards maintenance and common expenses including common lights, repairs and salaries of clerks, bill collectors, security services, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings as also expenses towards house tax, local taxes,

betterment charges or such other levies by the concerned local authorities and/or Government, water charges, electricity charges, insurance charges or any other costs, until an Association or Cooperative Society is formed. If sales tax, service tax, VAT, GST or other levies are applicable on such expenses as per any State / Central Government Acts, shall be paid by the PURCHASER/S separately.

(p) All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation, execution and registration of Conveyance Deed / Individual sale deed / formation of General society and/or other connected matters shall be paid, to the extent of available funds, from the advance deposit as envisaged in the clause 9 (b) below and any additional costs shall be borne by the all the PURCHASER/S of flat/shops including the PURCHASER/S of the said premises herein, in proportion and to the extent of the carpet area of the flat/shop purchased by them.

9. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

(a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of CHARVI REEMZ is exclusively that of the respective PURCHASER/S (including the PURCHASER/S herein) of various premises in CHARVI REEMZ and/or said ENTITY.

b) The PURCHASER/S of the said premises shall pay to the SELLERS/BUILDERS an amount worked out at the rate of **Rs.1,000/Sq. Mts. Carpet area for Flats and Rs.2,000/Sq. Mts. Carpet area for Shops** (including exclusive balcony/otla/verandah area) on or before possession hereinafter mentioned as "Maintenance Charges" towards defraying the expenses as referred to in 8 (p), 9 (c) and 11 (b) below. The SELLERS/BUILDERS may direct the PURCHASER/S to pay the said amount mentioned above to the Sofitel Hospitality & Management LLP for ease of maintaining commonality between Flat/Shop purchasers of Developers' Areas and Owners' Sold/Retained Areas. The SELLERS/BUILDERS may direct the PURCHASER/S to pay the said amount mentioned above to the ENTITY which may have been formed by the time of possession of the said premises.

(c) The PURCHASER/S agree/s and bind/s himself/ herself/ themselves to contribute to the SELLERS/BUILDERS, irrespective of the fact that they are residing there or not and using such common amenities/facilities or not, such amount as may be decided by the SELLERS/BUILDERS during the period of maintenance by SELLERS/BUILDERS, after obtaining the Occupancy Certificate in respect of the Building/s until the formation of the said ENTITY and furthermore to the said ENTITY such amount as may be decided by the said ENTITY after its formation, as the case may be, for the upkeep / governance and proper maintenance of the said property and the buildings including bills for common lights, water charges, watchman's remuneration, security service charges, maintenance of parking area, garden, lift, caretaker's salary, Maintenance of all the facilities/value addition items, power back up and related operational expenses and maintenance, Sewage treatment plant and operational and maintenance expenses, Solar water heater and related maintenance and operational expenses, contributions towards the sinking fund and other funds as envisaged in Co-operative housing Society Act as applicable from time to time, including taxes, charges and statutory levies as applicable etc. The obligation to pay shall start from the commencement of the deemed date of possession or possession which is earlier as stated in Clause 3 (b) above. If sales tax, service tax, VAT, GST or other levies are applicable on such expenses as per any State / Central Government Acts, shall be paid by the PURCHASER/S separately. It is expressly understood and agreed by the PURCHASER/S that the SELLERS/BUILDERS or the said ENTITY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item of expenditure for better governance of the said property as they may deem fit and proper, depending upon the exigencies of the situation from time to time.

(d) If the SELLERS/BUILDERS till such time that the said ENTITY is formed or the said ENTITY after its formation is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the said property including the Buildings thereon, then In such situation the SELLERS/BUILDERS and/or the said ENTITY (as the case may be) is authorized to increase the maintenance deposit with prior intimation to the PURCHASER/S and the PURCHASER/S shall pay the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the SELLERS/BUILDERS and/or said ENTITY in

this regard shall be final, conclusive and binding on the PURCHASER/S and all PURCHASER/S of flat/shops. Failure to pay to the SELLERS/BUILDERS as stipulated above, shall attract payment of simple interest of 12% (Twelve percent) per annum in respect of the amount due and payable on the respective days till it is paid or realized. It is not obligatory for the SELLERS/BUILDERS or said ENTITY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S only as a matter of courtesy.

(e) Provided further, the PURCHASER/S from the date of taking possession / deemed possession of the said premises shall be liable to pay to the SELLERS/BUILDERS or the said ENTITY, as the case may be, additional maintenance charges to defray and cover the short fall of maintenance costs and other charges, levies, taxes, duties etc. as mentioned in clause (b) above. It is further agreed by and between the Parties herein that the SELLERS/BUILDERS may open and operate a separate and exclusive account in a Scheduled Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the SELLERS/BUILDERS in Trust till such time the said ENTITY is formed.

(f) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause 9(b), 9(c), 9(d) and 9(e) above from the deemed date of occupation/possession of the units from the various PURCHASER/S including the PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate the SELLERS/BUILDERS to operate and effect payment towards maintenance/upkeep as and when required till such time the said ENTITY is formed as stated hereinabove.

(g) The SELLERS/BUILDERS shall invest the surplus fund, if any and if available, in the form of fixed Deposits in a Scheduled Bank only and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose. However the SELLERS/BUILDERS are not bound to ensure that any surplus is invested and do not assure any interest to be accumulated and passed on to the ENTITY.

NOTE: Surplus Fund would be defined as the difference of the following funds.

i) Amount collected by way of Maintenance Charges

[as stated in Clause 9 (b) to 9 (e)]

X

- ii) Actual amount (outgoing) required for the day to day running of the Building Complex/ Maintenance of the Building over a period of 3 months (to be worked out on Quarterly basis)

Y

- iii) Surplus Fund would be the difference Of X and Y

X-Y

(h) The SELLERS/BUILDERS hereby agree, undertake and bind to transfer the balance Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the said ENTITY, as the case may be as per the balance amount remaining in the Banker's record along with an audited statement of account.

(i) The SELLERS/BUILDERS hereby agree to also handover the balance amount with them as stated in Clause 9 (g) maintained in the Scheduled Bank, Current Account after deductions, if any, after the formation of the said ENTITY.

10. **DISCLAIMER:**

(a) After the formation of the said ENTITY and the transfer of funds as envisaged in Clause 9 (g) and (h), the PURCHASER/S and/or the said ENTITY shall be liable to pay all the expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. The SELLERS/BUILDERS shall not be liable for any default in payment of such payments thereafter.

(b) It is clearly agreed and understood by the PURCHASER/S that the SELLERS/BUILDERS's responsibility at any given time shall be the payment of the expenses only, either on behalf of the SELLERS/BUILDERS or that of the PURCHASER/S or on behalf of the said ENTITY, as the case may be, and the SELLERS/BUILDERS shall not be responsible for any accidents, thefts occurring within the precincts of CHARVI REEMZ.

c) It is, however, expressly agreed and understood that incase of delay in the formation or non-formation of any such body or associate or entity of the premises holders in the said building, the

SELLERS/BUILDERS shall be at any time at their own discretion refund such balance of the deposit amount to the PURCHASER/S whereupon the SELLERS/BUILDERS shall not be in any manner be responsible to look after the said matter regarding the said scheme. Furthermore, if any additional amount is to be contributed due to exhaustion of said initial contribution, the PURCHASER/S shall be bound to make such contributions from time to time.

(d) It is hereby expressly agreed by and between the parties to this agreement and the ENTITY which may be formed by the PURCHASER/S including the PURCHASER/S herein that the name of the scheme/project shall always remain "**CHARVI REEMZ**", which shall not be changed at any time in future even after the transfer/assignment/conveyance of the property, premises and building to the PURCHASER/S or the said ENTITY except with the written permission of the SELLERS/BUILDERS. The SELLERS/BUILDERS shall also be entitled, at all times and free of costs to exhibit their name/logo at strategic places on the outer side of the buildings. The said ENTITY or the individual PURCHASER/s, as the case may be, being successor in the interest of the PURCHASER/S shall be bounded by the covenants.

11 COMMON FACILITIES/AMENITIES:

a) Common facilities like Club House, Gymnasium, Swimming Pool, Garden, etc. (for the residents of the complex) agreed to be provided in the said complex shall ultimately be transferred to the said ENTITY for the beneficial use of all the flat/shop/premises PURCHASER/S. The PURCHASER/S shall be entitled to use the said common facilities and such other recreational facilities provided by the SELLERS/BUILDERS, and such use shall be at the sole responsibility and risk of the PURCHASER/S or the PURCHASER/S' family members and they shall abide by the rules and regulations framed by the SELLERS/BUILDERS or the said ENTITY for this purpose.

b) All the PURCHASER/S of the flat/shop/premises including the PURCHASER/S of said premises are entitled to the use/membership of the said common facilities free of cost. The maintenance charges towards the said common facilities shall be payable by each of the PURCHASER/S OF flat/shop/premises at the rate decided by the SELLERS/BUILDERS and subsequently by the ENTITY per

flat/shop/premises per month, towards upkeep and maintenance of the facilities. The use of the said common facilities will be permitted only to the PURCHASER/S of the flat/shop/premises and his/her/their family members. This maintenance charge shall be due and payable from the date of deemed occupancy of the respective flat/shop/premises purchased, which may be raised depending upon the input costs and other services from time to time.

12. GENERAL:

(a) The PURCHASER/S hereby confirm/s having taken inspection, to his full satisfaction, of the requisite documents of title to the said property and of the plans/ approvals/ license relating to the said premises.

b) It is also understood and agreed by and between the parties hereto that the terrace space in front of/above or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective PURCHASER/PURCHASERS of such terrace flat and such terrace spaces are intended for the exclusive use of the respective PURCHASER. The said terrace spaces shall remain open to sky and the PURCHASER/s shall not enclose or cover the said terrace without the written permission/approval/licence/NOC of the SELLERS/BUILDERS and/or the ENTITY. The open space in front of the shop in the said building, shall belong exclusively to the use of respective purchaser/s of such shops, and such open spaces are intended for the exclusive use of the respective shop PURCHASER/s as the case may be, the concerned village panchayat and/or such other concerned authorities.

c) The SELLERS/BUILDERS shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with their right, title and interest in the said property and/or in the said building, provided it does not in any way affect or prejudice the right of the PURCHASER/S in respect of the said premises.

d) The PURCHASER/S shall be bound to sign all the papers and documents and do all the things and matters as the SELLERS/BUILDERS may require from it from time to time in this behalf for safeguarding, inter alia, the interest of the SELLERS/BUILDERS and the PURCHASER/S.

e) The PURCHASER/S shall not be entitled to claim partition except with the written permission of the SELLERS/ BUILDERS/ Association/ Society and the concerned local authority of their share in the said property or portion thereof and the same shall always remain impartitionable.

f) The PURCHASER/S' address where any letters, reminders, notices, documents, papers etc., are to be served, under this Agreement, shall be as under:

The PURCHASER/S agrees and confirms that they shall also, from time to time notify any change in his/her/their address to the SELLERS/BUILDERS. Any letters, reminders, notices, documents, papers etc. made at the above said notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency or by electronic mail or by any other mode, shall be deemed to have been lawfully served to the PURCHASER/S.

g) If at any time prior to the execution of the Deed of Conveyance and handing over the said premises to the PURCHASER/S as stipulated in this Agreement, the Floor Area Ratio presently applicable to the said property is increased, such increase shall always vests with exclusively for the benefit of the SELLERS/BUILDERS alone without any rebate or benefit to the PURCHASER/S and the SELLERS/BUILDERS shall be at complete liberty to utilize/consume such FAR on terrace floor or any other part of the said property by way of TDR certificates or utilize this increased FAR elsewhere without prejudicing the interest of the PURCHASER/S with respect to his/her/their Carpet area of the said premises. The respective PURCHASER/S of flat/shops in CHARVI REEMZ including the PURCHASER/S herein agree and undertake not to object in any manner to any kind of inconvenience caused due to construction process during the course of the construction, development and exploitation of the said property.

h) 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 property and building or any part thereof. The

PURCHASER/S shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all premises, open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of the SELLERS/BUILDERS until the said property and buildings are transferred to the ENTITY as hereinbefore mentioned.

i) Any delay tolerated or indulgence shown by the SELLERS/BUILDERS in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER/S by the SELLERS/BUILDERS shall not be construed as a waiver on the part of the SELLERS/BUILDERS of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER/S nor shall the same in any manner prejudice the rights of the SELLERS/BUILDERS. The SELLERS/BUILDERS shall, in respect of any amount remaining unpaid by the PURCHASER/S under the terms and conditions of this agreement, have the first lien and charge on the said premises agreed to be purchased by the PURCHASER/S.

j) All disputes which may arise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this Agreement shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Courts in Mapusa, Goa shall have jurisdiction to try, hear and dispose off all or any disputes arising out of this Agreement.

k) In the event the PURCHASER/S chooses to transfer his/her/their interest, effect any sale, conveyances, assignment, etc., of the said premises to any Third Party, in the intervening period till such time the said property is conveyed to the said ENTITY, the SELLERS/BUILDERS shall be entitled to receive from the PURCHASER/S, 25,000/- of the sale consideration of this Agreement as transfer charges per transaction. Further the SELLERS/BUILDERS shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above.

l) Stamp Duty and Registration Charges in respect of this Agreement as well as the proposed Sale Deed/Conveyance in favour of the PURCHASER/S or the ENTITY (proportionate) as the case may be shall be borne and paid by the PURCHASER/S alone and the SELLERS/BUILDERS shall not be liable for the same or any shortfall/non-payment of the same.

m) At present the possession of the premises has not been handed over to the PURCHASER/S.

n) The SELLERS/BUILDERS and the PURCHASER/S hereby declare that the property under transaction does not belong to person/s of Scheduled Caste or Scheduled Tribe.

13. CONDITIONS FOR SHOP PURCHASERS.

a) The Purchaser will have to take any prior written permission from Sellers/Builders for doing any businesses / commercial activities.

b) It is complete responsibility of the purchaser to take prior written permission from Appropriate and concerned Authority as applicable as required for Businesses & Commercial activity.

c) Shop owner have to take additional permission if applicable and their additional requirement like water, electricity for business if needed on its own from local authorities, state govt.

14. POWER OF ATTORNEY

a) M/S HARASIDDH CONSTRUCTIONS comprises of three partners viz (i) Mr. Pratapchandra Bulakhidas Patel (ii) Mr. Mukul Pratapchandra Patel & (iii) Mrs. Meghana Mukul Patel. As per Power Of Attorney dated 04.11.2016 registered under No.BDR9-9983-2016 with Assistant Sub Registrar Andheri No.3, Mumbai Suburban District, any one of the said three partners of the said firm M/S HARASIDDH CONSTRUCTIONS is authorised for and on behalf of the said firm M/S HARASIDDH CONSTRUCTIONS to sign, execute and register allotment letters/ agreements/ sale deeds/ conveyance deeds/ deed of rectifications/ deed

of cancellations/ deed of declarations/ deed of confirmations in respect of sale/lease of flat/s, shop/s, office/s, commercial premise/s, etc. in the said project CHARVI REEMZ.

b) As per the said Power of Attorney, all three partners viz. (i) Mr. Pratapchandra Bulakhidas Patel (ii) Mr. Mukul Pratapchandra Patel & (iii) Mrs. Meghana Mukul Patel have authorized (1) Mr. Ashit Shashikant Mehta, son of Mr. Shashikant Hiralal Mehta, aged 62 years, Occupation Business, having PAN No. AADPM9349R, residing at B/801, Mayfair Heritage, Besant Road, Santacruz (West), Mumbai 400 054, (2) Mr. Nimish Suryakant Desai, son of Mr. Suryakant Amrutlal Desai, aged 49 years, Occupation Business, married, having PAN No. AAAPD7151K, residing at A/201, Shyam Ashish, Lajpatrai Road, Vile Parle (West), Mumbai 400 056, (3) Mr. Vaibhav Ravindra Shah, son of Mr. Ravindra Parshotam Shah, aged 37 years, Occupation Business, married, having PAN No. BBGPS2423H, residing at 19 Jaybharat Society, 3rd Road, Khar (West), Mumbai 400 052 and (4) Mr. Hemantkumar Manubhai Jariwala, son of Mr. Manubhai Ratilal Jariwala, aged 62 years, Occupation – Business, married, having PAN No. AAHPJ1041K residing at Flat No.5, Building No.1-A, West View Society, S. V. Road, Santacruz (West), Mumbai 400054, as their respective true and lawful attorney/s to act jointly and/or severally, on his/her behalf and on behalf of above mentioned firm M/S HARASIDDH CONSTRUCTIONS, to lodge, present and admit execution of allotment letters/ agreements/ sale deeds/ conveyance deeds/ deed of rectifications/ deed of cancellations/ deed of declarations/ deed of confirmations executed by the firm M/S HARASIDDH CONSTRUCTIONS with prospective buyer/s or purchaser/s and affidavits/undertakings to be executed by the firm M/S HARASIDDH CONSTRUCTIONS in favour of local authority/ government department in respect of the said property for its registration on his/her behalf and on behalf of the above mentioned firm M/S HARASIDDH CONSTRUCTIONS, before the Registrar, Assistant Registrar, Deputy Registrar and Sub Registrar of assurance at Bardz/Mapusa, Goa or any other concerned registrar authority.

c) And this specific Power of Attorney is only valid for admission of execution and to appear before the Registrar, Assistant Registrar, Deputy Registrar and Sub Registrar of assurance at Bardz/Mapusa, Goa for completing the registration procedure and not for any other purpose. This Specific Power of Attorney is given without any consideration.

SCHEDULE-I
(DESCRIPTION OF THE “SAID PROPERTY”)

ALL the piece and parcel of non-agricultural land admeasuring an area of **13,850 Sq. Mts.** situated at **Anjuna**, Bardez, Goa within the Village Panchayat of Anjuna, Bardez Taluka, Bardez Sub-District of Registration, North District of Goa, State of Goa, described in the Land Registration Office of Bardez, under No.8298 at page 18 of Book B 22 (new) and surveyed in the Records of Right under **No.179 Sub Division No.1** of Anjuna Village and bounded as follows:

- East - By the reserved road of the Comunidade of Anjuna
- West - By the public Road
- North - By the water drain
- South- By the Public Road

SCHEDULE-II
(DESCRIPTION OF THE “SAID PREMISES”)

Flat/Shop No.___, admeasuring ___ **Sq. Mts.** Carpet area as per RERA and ___ **Sq. Mts.** exclusive balcony/verandah area (and ___ **Sq. Mts.** exclusive terrace area) situated on _____ **Floor** of **Building No.**___ of the said project “**CHARVI REEMZ**”on the said property described in Schedule-I above. The said **Shop** is shown delineated in red shade on the plan annexed.

SCHEDULE-III

EMD	Rs._____-/-
On or before completion of plinth	Rs._____-/-
On completion of 1 st Slab	Rs._____-/-
On completion of 3 rd Slab	Rs._____-/-
On completion of Brick Work	Rs._____-/-
On completion of Plaster	Rs._____-/-

On completion of Flooring/Tiling	Rs._____/ -
On completion of Painting	Rs._____/ -
On offering possession	Rs._____/ -

Out of the amount of Rs._____/ - of the total consideration, Rs._____/ - shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause 2 (b) of the Agreement hereinabove.

MODE OF PAYMENT FOR EXTRA WORKS:

Extra works will be executed by the SELLERS/BUILDERS only after the amount corresponding to the cost of extra works is agreed to be payable by the PURCHASER/S and the amount is paid in advance. The estimate for the extra work, if any, prepared by the SELLERS/BUILDERS shall be final and binding.

SCHEDULE-IV

(STANDARD SPECIFICATION/LIST OF AMENITIES)

WITHIN THE COMPLEX

- Swimming Pool, Gymnasium and Club House as per approval (only for the residents of the complex)
- Intercom system for the entire complex.
- Internal Road with Street Lights as per approval
- Compound Wall, Gates & Security Cabin
- Landscaped garden with children play area. (only for the residents of the complex)

WITHIN THE BUILDINGS/FLATS/SHOPS

- RCC framed structure with open foundation, masonry/plaster
- Internal walls and ceilings finished with Gypsum/POP
- Vitrified tiles flooring in all rooms and shops. Antiskid tiles in balcony. Superior ceramic tiles on toilet walls up to 7' height.
- Concealed plumbing of CPVC supply pipes and PVC drainage pipes. White sanitary ware and Plumbing fittings of reputed make.
- Internal walls finished with acrylic emulsion paint. External walls with texture paint or other equivalent solution.

- Steel rolling shutters for shops on front sides. Aluminium powder coated/anodized windows (with steel grill only for toilet windows of shop).
- Elegant designer modular electrical switches of reputed make. For safety, one earth leakage circuit breaker (ELCB) for the flat/shop. Telephone points in all rooms.

General: The SELLERS/BUILDERS shall provide the PURCHASER/S with the electrical test report to the effect that the works have been executed as per Government Regulations, which is sufficient for obtaining electrical connections. The SELLERS/BUILDERS obtains electricity connection on behalf of the PURCHASER/S of the said premises the PURCHASER/S shall be required to reimburse the expenses incurred by the SELLERS/BUILDERS towards Electricity Connection Deposit, Electronic Meter, supervision charges, connection charges, transformer charges etc., prior to taking the possession of said premises.

Extra Works: Any additional works desired by the PURCHASER/S, if permitted by the SELLERS/BUILDERS, subject to overall approval of the authorities concerned, if need be, shall further be executed by the SELLERS/BUILDERS and the PURCHASER/S shall have to pay additional cost for such extra item work.

IN WITNESS WHEREOF THE parties hereto hereunto set and subscribed their respective hands the day, month and the year first hereinabove.

SIGNED SEALED AND DELIVERED

By the party of the FIRST PART

(SELLERS/BUILDERS)

M/S HARASIDDH CONSTRUCTIONS

By hands of _____

L.H Finger Impression

R.H. Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERD

By the parties of the

SECOND PART (PURCHASER/S)

L.H Finger Impression

R.H. Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERD

By the parties of the

SECOND PART (PURCHASER/S)

L.H Finger Impression

R.H. Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESS:
