

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed at Margao, Taluka
and Sub-District of Salcete, District of South-Goa, State of Goa, on this
__th day of _____ (month), of the year 0000 (00/00/0000) **BY** and
BETWEEN:

SHREM AANSAV REALTY LLP, a limited liability partnership, registered as Limited Liability Partnership under the Limited Liability Partnership Act, 2008 (LLP Identification No. AAC-9595) vide Registration Certificate dated 16/01/2015, having its Registered office at 1101, Viraj Tower, Western Express Highway, Andheri (E), Mumbai-400072, holding Income Tax Card bearing PAN ACSFS4139E, represented herein by its Authorised Signatory Shri. AATISH ANOOP BABANI, son of Anoop Kiratrai Babani, aged about 37 years, married, businessman, Indian National and resident of Carmona, Salcete-Goa vide Resolution dated 1st July 2016 passed in its Board Meeting held on 1st July 2016; hereinafter referred to as the “**DEVELOPERS**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its current and future partners, successors in interest, representatives, executors, administrators and assigns) of the **ONE PART**.

AND

1. **Mr.** _____ (**Name of the Purchaser**) son of Shri. _____ (Father's name), aged ____ years, Service, _____ (marital status), _____National, holding Income Tax Card bearing PAN _____and residents of _____ (Address of the Purchaser), hereinafter referred to as the “**PROSPECTIVE**

PURCHASER/S”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representative, executors, administrators and assigns) of the **SECOND PART**.

AND

MARQUIS FARMS PRIVATE LIMITED, a company duly incorporated under the Indian Companies Act, 1956 and governed by the Companies Act, 2013, with CIN U01403MH2010PTC210125, holding Income Tax Card bearing PAN AAGCM8681A, having its Registered office at Marquis House, Plot No. 49, 13th road, Juhu, Mumbai-400049 represented by its Authorised Signatory Mr. Jose Vas, son of Mr. Bernardo Vas aged 55 years, Occupation Service , resident of F/3 Alice Apartment, Eastern Bypass Road, Arlem, Raia, Salcete- Goa , vide Resolution dated 5th December 2017 passed in its Board Meeting held on 5th December 2017; hereinafter referred to as “**LAND OWNERS**”, (which expression unless repugnant to the context and meaning thereof shall mean and include their heirs, legal representative, successors, executors, administrators and assigns) of the **THIRD PART**.

AND WHEREAS the LAND OWNERS above-named is the absolute Owner in right, title and interest of all that piece and parcel of immovable property known as ‘CUPANGALY’, situated at Margao, within the

jurisdiction of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcette under Nos. 26758 and 37351, admeasuring 30,256 sq mtrs, surveyed in the City Survey Office of Margao, under Chalta No. 1 of P.T. Sheet No. 57 which is more fully described in the Schedule I hereunder and hereinafter referred to as “SAID PROPERTY”.

AND WHEREAS the LAND OWNERS acquired title to the SAID PROPERTY vide Deed of Sale dated 25th November, 2010, from Mrs. Maria Clara Carmine Santana Colaco E Melo & 19 others. The said Deed is registered in the Office of the Sub-Registrar of Salcete at Margao, under Sr. No. 5989 dated 25th November, 2010, registered under Book-I bearing registration no. MGO-BK-1-05948-2010, CD no. MGOD37 dated 25th November, 2010 READ WITH Deed of Declaration dated 30th November, 2010 executed by the said Owner and registered in the Office of the Sub-Registrar of Salcete at Margao, under Sr. No. 6048 dated 30th November, 2010, registered under Book-I bearing registration no. MGO-BK-1-06048-2010, CD no. MGOD38 dated 30th November, 2010.

AND WHEREAS vide Development Agreement dated 04/03/2015, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-BK1-01225-2015, CD No. MGOD83 dated 09/03/2015, executed

by and between the DEVELOPERS and LAND OWNERS herein, the LAND

OWNERS have permitted the DEVELOPERS to develop the Said Property by full exploitation of the Development Potential thereof.

AND WHEREAS the DEVELOPERS in pursuance to the Said Development Agreement, have proposed to develop the SAID PROPERTY by constructing 9 residential towers (basement + stilt +7 floors) and a commercial block (basement + stilt + 6 floors) in a Phased manner and at present have obtained following permissions and approvals in respect of the four towers:

- (i) Development Permission dated 07/08/2015 under Ref. No. SGPDA/P/5747/794/15-16 issued by South Goa Planning and Development Authority, Margao;
- (ii) Construction License dated 06/01/2017 under No. 3/©/1/16-17/Renewal/Tech/3066 issued by the Margao Municipal Council, Margao-Goa;
- (iii) Conversion Sanad under Ref. No. AC-I/SAL/SG/CONV/49/2015/1765 dated 12/02/2016 issued by Additional Collector-I, South-Goa, Margao;
- (iv) Permission dated 23/03/2016 under Ref. No. 3-181-2010/STE-DIR/216 issued by Goa State Environment Impact Assessment Authority, Panaji;

(v) NOC from Urban Health Centre, dated 27/08/15 under its Ref. No. UHCM/NOC/15-16/554;

AND WHEREAS the DEVELOPERS in pursuance to the above permissions and approvals have commenced the development of the Said Property with the project name “**TREMONTE**”.

This complex named “**TREMONTE**” is hereinafter referred to as “SAID COMPLEX”.

AND WHEREAS the PROSPECTIVE PURCHASER/S approached the DEVELOPERS expressing his/her/their intention of acquiring a premises in the SAID COMPLEX, in pursuance to which all the title documents, approvals, approved plans, permissions, NOCS were furnished unto the PROSPECTIVE PURCHASER/S as also the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions in respect of other amenities at the Said Complex were also furnished to the PROSPECTIVE PURCHASER/S (as detailed out herein later in this agreement), making it absolutely clear that the PROSPECTIVE PURCHASER/S may prefer to buy/acquire the premises in the SAID COMPLEX only if he/she/they are satisfied with the title of the LAND OWNERS, the development rights of the DEVELOPERS and other terms and conditions of construction, sale, maintenance, amenities etc. furnished to the PROSPECTIVE PURCHASER/S and also making it

clear that the amenities proposed in the Said Complex are proposed as a matter of goodwill by the DEVELOPERS and as such shall be provided free of cost except for the cost of maintenance and therefore providing of amenities (Club House, Children's Play area, Basket Ball Hoop and Skating Area, Floor Chess/Stage Fronting Amphitheatre, Senior Citizen's Court, Water Plaza, Water Cascade, Deck Space with sunshade and seating for Coffee and Snack Stall, Toddler's Pool, wall climb, Hop Scotch, security cabin, generator room, swimming pool, gymnasium) at the said complex , nature and its extent are at the absolute discretion of the DEVELOPERS.

AND WHEREAS the PROSPECTIVE PURCHASER/S after being satisfied with clean, clear, marketable and subsisting title of the LAND OWNERS to the Said Property, the development rights of the DEVELOPERS, after having perused the approved plan, permission and licenses and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the PROSPECTIVE PURCHASER/S of his/her/their own will, has expressed unto the DEVELOPERS his/her/their willingness to acquire a premises in the Said Complex and has requested unto the DEVELOPERS to construct and allot unto him the **Apartment No. ____** admeasuring saleable area of ____ Sq. metres which corresponds to ____ Sq. meters of Carpet area, located on the ____th Floor of the Building **“Tower ____”** of the Said Complex.

This **Apartment No.** ____ is more particularly described in the SCHEDULE II hereunder written and is hereinafter referred to as “SAID PREMISES”.

AND WHEREAS at the request of the PROSPECTIVE PURCHASER/S and the PROSPECTIVE PURCHASER/S having understood all scheme of development as proposed in the Said Property and its terms and conditions, the DEVELOPERS have agreed to construct and allot to the PROSPECTIVE PURCHASER/S, the Said Premises for a total consideration of Rs. ____/- (Rupees _____ Only), being the cost of construction of the Said Premises and undivided proportionate share in the land only, excluding other charges mentioned later in this agreement.

AND WHEREAS the DEVELOPERS while calculating the total consideration of Rs. ____/- (Rupees _____ Only), have informed the PURCHASER/S that the input tax credit on the GST levied has been considered and the Basic Selling Price has been adjusted accordingly. The PURCHASER/S also agrees and consents to the same.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION AND ALLOTMENT WITNESSES AS FOLLOWS:-

1. That in pursuance to the said understanding and in consideration of Rs. _____/- (Rupees _____ Only), the LANDOWNERS and DEVELOPER, hereby covenant and agree to convey, transfer and assign unto the PROSPECTIVE PURCHASER/S, the right, title and interest in the “Said Premises” constructed in the Said Complex of the Said Development Scheme.

2. Out of the Total Consideration of Rs. _____/- (Rupees _____ Only), the PROSPECTIVE PURCHASER/S has/have paid a sum of Rs. _____/- (Rupees _____ Only) vide (mode of payment) before the execution of this agreement and a remaining balance along with other charges as mentioned in the Schedule III shall be paid by the purchaser to the developer 5 days before possession.

3. a) The possession of the Said Premises is not delivered by this instrument.

b) The possession of the Said Premises shall be delivered by executing separate instrument for delivery of possession once all dues towards the said unit are paid and the said premises is ready for the residential purpose.

4. a) The PROSPECTIVE PURCHASER/S shall assist the DEVELOPERS and the other premise holders in forming a Co-operative

Maintenance Society (hereinafter referred to as “Said Society”). The DEVELOPERS shall make all endeavor to register the Said Society within 1 year from the date of obtaining occupancy certificate of last tower in the said development scheme or from the time the 51% ALLOTTEE/S of the total premises in the Said Building Complex signs and delivers all the applications and documents as required for the formation of the society, whichever is later.

b) The PROSPECTIVE PURCHASER/S, five days before the delivery of possession shall sign all forms, applications, bye-laws and/or other documents as may be required for the formation of the Society and shall furnish the documents as required being one passport size photo and a certified copy of driving license/passport and shall also pay a sum of Rs. ____/- per unit towards formation and registration of the Said Society.

c) The PROSPECTIVE PURCHASER/S hereby agree/ and bind/ himself/herself/themselves to contribute such amount as may be decided by the Said Society or by the DEVELOPERS or its nominee as the case may be for the maintenance of the Said Building Complex and the Development Scheme, after the initial maintenance by the DEVELOPERS for twenty five years.

d) The PROSPECTIVE PURCHASER/S and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the society from time to time and shall also be governed by the laws which may be applicable to the Said Society.

e) As agreed and provided above that the maintenance of the Said Building Complex and said development scheme shall be done by the DEVELOPERS or its nominee till twenty five years from the date of Occupancy Certificate of the last block, irrespective of the formation of the Said Society, the PROSPECTIVE PURCHASER/S on his/her/their own or in association with other ALLOTTEE/S shall not interfere in the maintenance activities carried on by the DEVELOPER/S.

5. The title of the land and buildings shall be conveyed only in favour of the Said Society by executing and registering necessary Deed of Conveyance. No Individual sale deed of the premises shall be done with individual allottees.

6. The advocate for the DEVELOPER shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the conveyance Deed referred above. The PROSPECTIVE PURCHASER/S shall be liable to pay the legal fees,

registration fee and stamp duty and other miscellaneous expenditure, if any.

7. The Conveyance deed shall be executed only upon completion of all the towers in the said development scheme.

8. Any taxes, charges, or outgoing levied by the Municipality or any other competent authority and electricity charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER/S from the date of the delivery of possession of the said premises.

9. The PROSPECTIVE PURCHASER/S shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

10. It is hereby agreed between the parties hereto as under:-

a) On taking delivery of the premises the PROSPECTIVE PURCHASER/S under no circumstances, shall carry out any structural alterations in or to the said premises, without the written consent of the DEVELOPERS and express permission from the competent statutory authorities.

b) The PROSPECTIVE PURCHASER/S under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building complex. Likewise the internal excess roads in the said building scheme shall always be kept open and unobstructed.

c) The PROSPECTIVE PURCHASER/S shall not fix the box type of grills to the balconies or windows of his/her/their premises. Further the design of the grills to be fixed shall be uniform with all other premises holders, which design shall be approved by the DEVELOPERS.

d) For any violation of the obligation of the PROSPECTIVE PURCHASER/S arising from this agreement, the PROSPECTIVE PURCHASER/S shall be liable to pay within seven days of demand a sum of Rs. 50,000/- per breach of obligation. Any payment thereafter shall attract interest @ 9% p.a. from the date of demand till the said amount is paid.

e) The PROSPECTIVE PURCHASER/S shall not use the terrace of the building for the purpose of drying cloths or drying eatable items.

f) That the Amenities provided in the Said Building Complex shall be for the exclusive use and benefit of the PROSPECTIVE PURCHASER/S. For the purpose of use of amenities PROSPECTIVE

PURCHASER/S shall mean and include only those person/s who holds smart card and are residents of the said premises by way of ownership or lease in pursuance to clause contained herein in later.

g) The amenities at the said building complex can be used only by the person holding smart card and no other person shall be entitled to use the same. Smart Card for use of amenities shall be allotted in the following manner:

For triple bed room premises 7 (seven) smart cards

For Four bed room premises 10 (ten) smart cards

Five days before delivery of possession, the PROSPECTIVE PURCHASER/S shall provide the names of such person from his/her/their family whose name is to be enrolled on the Smart Card along with the passport size photo along with requisite fees for processing of smart card. The smart card is non-transferable, except with the lease or transfer of the Said Premises.

h) A new smart card shall be prepared, upon payment of the requisite cost, in accordance to the rules contained herein, as and when the PROSPECTIVE PURCHASER/S transfer/s the rights and interest in the said premises and the present agreement. This rule also applies where the interest in the said premises is transferred to lessee or licensee as tenants/licensee.

i) Notwithstanding the clause touching the dishonor of cheque, for any dishonor of cheque issued in pursuance to this agreement, the PROSPECTIVE PURCHASER/S shall be liable to pay unto the DEVELOPERS or its nominee Rs. ____/- per dishonor. The DEVELOPERS or its nominee in addition thereto shall be entitled to file necessary criminal proceedings for such dishonor.

j) The PROSPECTIVE PURCHASER/S shall strictly park his/her/their vehicle(s) in the parking space(s)/stilt parking space(s) as allotted to him/her/them by DEVELOPERS and no double parking in the allotted space shall be allowed. No additional Parking space/s shall be provided to the ALLOTTEE/S other than that provided via this agreement nor he/she/they can demand any additional parking space/s. Similarly the guests or visitors of PROSPECTIVE PURCHASER/S shall not be permitted to park their vehicles at any place except at the place that shall be earmarked for guest parking. The allocation of the parking space is at the absolute discretion of the DEVELOPERS. The unallotted parking space/s shall remain in the custody of the DEVELOPERS till all parking spaces are allotted, irrespective of conveyance of land and building unto the society. The DEVELOPERS shall be at absolute liberty to allot the same to the person of its choice against payment of development charges of parking at different levels. It is clarified that such charges shall not be the sale consideration for parking but development cost of parking

levels, as no parking space(s) shall be sold. In case for any reason whatsoever, the possession of the unallotted parking slot/s is delivered and stands delivered unto the Society, the DEVELOPERS shall continue to have right to the Development charges per parking slot, the quantum of which shall be determined by the DEVELOPERS.

k) The name of the said building complex shall be “TREMONTE” and that of the Said Society shall be “Tremonte Co-operative Housing Society Ltd.” at all times which the PROSPECTIVE PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said building complex.

l) That towards the washing of vehicles, a separate portion shall be allocated in the basement level only and the vehicles shall be washed only in the said demarcated washing area. No washing of vehicle/s shall be allowed in the allotted parking slot(s), except cleaning of the vehicles with the help of squeezed wet and dry cloth.

m) As the DEVELOPERS shall develop basement and stilt for parking, the PROSPECTIVE PURCHASER/S can avail benefit of additional parking on payment of development charges, subject to availability.

n) As the construction of the Said Complex shall be done in phase wise, the occupiers of completed phases shall not create any obstruction or interference to the construction of the remaining phases in the said complex.

o) The Terrace area attached to the Sky Villas shall be private terrace of the occupier thereof and shall not be common terrace.

p) The consideration (only the 'cost of the premises' as specified in SCHEDULE III) shall be paid in the Escrow account No. 50200016061038 of Shrem Aansav Marquis Escrow A/c. All other money under whatever head shall be paid in the account of the DEVELOPERS directly.

r) The Said Project shall be completed in Phased manner and the PROSPECTIVE PURCHASER/S shall not create any obstruction to the DEVELOPERS in completing the development in such phases as desired.

11. The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.

12. The PURCHASER/S shall use the said premises for residential purpose only.

SCHEDULE-I

(Of the SAID PROPERTY)

All that piece and parcel of immovable property known as 'CUPANGALY', situated at Margao, within the jurisdiction of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under Nos. 26758 and 37351, admeasuring 30,256 sq mtrs, surveyed in the City Survey Office of Margao, under Chalta No. 1 of P.T. Sheet No. 57, which is bounded as follows: and annexed in the sketch hereto.

East by : Property of the Comunidade of Salcete; now by the properties surveyed under Chalta Nos. 2, 3 and 26 of P.T Sheet No. 57;

West by : By the land of the heirs of Lourenco Vaz; now by the properties surveyed under Chalta Nos. 5, and 6 of P.T Sheet No. 57;

North by : By the land of the heirs of Inacio Sebastiao da Piedade e Silva; and presently by village boundary of Raia;

South by : By a public road.

SCHEDULE II

(Description of the Said Premises)

ALL THAT **Apartment No.** _____ admeasuring saleable area _____Sq. metres and _____ of carpet area, on the ____th **floor** of the building “**Tower ____**” of the complex named “**TREMONTE**” under construction in the SAID PROPERTY described in Schedule I above and is bounded as under:

On the East : _____
On the West : _____
On the North : _____
On the South : _____

SCHEDULE III

(Payment Schedule)

The PROSPECTIVE PURCHASER/S shall make the payment to the DEVELOPERS as per the Schedule given below:

2. DOORS & WINDOWS:

Aluminium Glazing on all external doors and windows, Bedroom doors wooden frames with laminated flush door shutters.

3. FLOORING:

Flooring for the entire unit would be Ceramic/Porcelain/ Vitrified of Minimum Bathroom upto 2.1mtr height

4. WALL FINISHES:

Walls will be finished in high quality putty with premium grade emulsion finish.

5. ELECTRICAL:

Electrical wires manufactured by Finolex, Polycab or equivalent, switchgear provided by Anchor, Legrand, Great white.

6. KITCHEN:

Kitchen platform shall be provided with granite, Tiling 60cm above counter, Stainless steel sink shall be used. Adequate water and electrical points shall be provided for various appliances commonly used. Plumbing fittings of Grohe or equivalent shall be used.

7. PARKING:

The PURCHASER/S shall strictly park his/her/their vehicle in the stilt car park allotted by the DEVELOPERS

NOTE:

- 1. The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.*

SCHEDULE V
(Details of Residential units and Cost)

Apartment No.	:	_____
Name of the Complex	:	“TREMONTE”
Tower	:	“_____”
Super Built-up area of flat approx.	:	_____ Sq. metres
Cost of the premises	:	Rs. _____/-
Electricity/Water Connection deposit	:	Rs. _____/-
Infrastructure Tax	:	Rs. _____/-
Development Charges (Parking)	:	Rs. _____/-
Club Deposit	:	Rs. _____/-
Maintenance charges for 25 years	:	Rs. _____/-
Fees for the formation of Society	:	Rs. _____/-
Legal Fees	:	Rs. _____/-

IN WITNESS WHERE OF the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS:

SHREM AANSAV REALTY LLP

Through its authorized partner

Mr. AATISH A. BABANI

The party of the First part...

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSIONS OF **Mr. AATISH A. BABANI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **Mr. AATISH A. BABANI**

SIGNED, SELAED AND DELIVERED BY THE WITHINNAMED PROSPECTIVE PURCHASER/S:

Mr. _____ (Name of the Purchaser)

The party of the second part

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr.** _____

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **Mr.**

**SIGNED, SELAED AND DELIVERED BY THE WITHINNAMED
LAND OWNER:**

MARQUIS FARMS PRIVATE LIMITED

Represented herein by its Authorized Signatory

Mr. JOSE VAS

The party of the third part

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr. JOSE VAS**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSIONS OF **Mr. JOSE VAS**

Witnesses:

1. Mrs. _____, with address.
2. Mrs. _____, with address.