

AGREEMENT FOR SALE

This Agreement is entered into at Vasco-da-Gama, Goa, on this 22nd day of October, 2018.

BETWEEN

M/s. SANCOALE PROMOTERS, a registered Partnership Firm having its office at S-23, First Floor, Karma Point, Vasco da Gama, Goa, having PAN Card No. AARFS0707M, represented in this Act by its partner Shri. PHIROZE LORAN, s/o. Shri. T.T. SHREEDHARAN, 33 years of age, businessman, unmarried, Indian national r/o 601, 6th Floor, SD Charisma, Nr. Gomateshwar Temple, Sasmollem Baina, Vasco-da-Gama, hereinafter referred to as the 'PROMOTERS' (which expression shall unless repugnant to the context or meaning thereof include the partners of the firm at all times, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

1. Shri. Apricio de Ascencao de Cristo de Sa Pereira alias Apricio Pereira s/o late Shri. Roque Francisco de Sa e Pereira, major in age, Indian National having PAN Card No. AHPPP0545H
2. Shri. Renvick Pereira, major in age, Indian National, having PAN Card No. AKWPP6604R
3. Shri. Vernon Pereira, major in age, Indian National, having PAN Card No. AKWPP6603J
4. Ms AYOMI PEREIRA, major in age, Indian National having PAN Card No. ALOPP1389G

all residents of H. No. 174, Baito Mangor, Vasco-da-Gama, hereinafter referred to jointly as 'OWNERS' which expression shall unless repugnant to the context on meaning thereof, shall include their heirs, executors, administrators, and assigns of the SECOND PART represented in this act by their duly constituted attorney, Shri. PHIROZE LORAN, partner, Sancoale PROMOTERS vide Power of

Attorney executed before Notary Public Adv. Vidhya Shet.bearing Reg. No. 53943/2013 dated 25/10/2013

AND

Shri. s/o, years of age, service, married, Indian national r/o. having PAN Card No.hereinafter referred to as the 'ALLOTTEE' (which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, legal representatives, executors, administrators and assigns) of the THIRD PART.

WHEREAS there exists a rustic, immovable property known as 'Arecal Condoi' or 'Gina' situated in Ward No. 10 within the limits of the Mormugao Municipal Council at Sasmollem, Baina, taluka and sub-district of Mormugao enrolled in the Taluka Revenue Office under Matriz predial no. 1646 and surveyed under Chalta No. 169, 170 and 172 of P.T. Sheet No. 171 and Chalta No. 14 of P.T. Sheet No 176 of Vasco-da-Gama, admeasuring an area of 4046 sq. mtrs. Hereinafter referred to as the 'LARGER PROPERTY' delineated in blue boundary line in the plan annexed hereto at Annexure-I and more particularly described in SCHEDULE-I hereunder.

AND WHEREAS pursuant to the order of 1st February 1954, confirming the partition in Orphanological Inventory proceedings instituted before Juizo do Julgado Municipal Especial of Mormugao upon the death of Roque Francisco de Sa e Pereira from Vasco-da-Gama devolving certain assets of the deceased on the Owner No.1 and his subsequent

marriage with Lidia Anjinha Perpetua Fatima Furtado e Pereira, who expired on 07/08/2012, the off springs of their marital communion viz. the parties at Sr.No.2, 3 and 4 of the FIRST PART i.e. Shri Renvick Pereira, Shri. Vernon Pereira and Ms. Ayomi Pereira became the Joint Owners in possession of the said LARGER PROPERTY.

AND WHEREAS the PROMOTERS entered into an Agreement for Sale, Exchange cum Development with the OWNERS dated 25/10/2013. AND WHEREAS for the effective performance of terms the said Agreements the OWNERS also executed an Irrevocable Power of Attorney in favour of the PROMOTERS executed before Notary Public Adv. Vidhya Shet.bearing Reg. No. 53943/2013 dated 25/10/2013 and the PROMOTERS are entitled to carry out the construction of residential/ commercial buildings in the LARGER PROPERTY.

AND WHEREAS the PROMOTERS on behalf of the OWNERS instituted an application for Partition of the LARGER PROPERTY dated 22/01/2015 in the Court of the Dy. Collector & S.D.O of Mormugao. The said partition was confirmed vide Order dated 10/08/2016 and a new Sub-Division No. 169-A for an area of 2500 sq. mts. was allotted as per the area adjustment statement. This sub-divided plot surveyed under Chalta No. 169-A of P.T. Sheet No. 171 of the city survey of Vasco-da-Gama, admeasuring an area of 2500 sq. mts., hereinafter referred to as the 'PARTITIONED PLOT' delineated in blue boundary lines in the plan annexed hereto at Annexure-II and more particularly described in SCHEDULE-II hereunder.

AND WHEREAS the PROMOTERS on behalf of the OWNERS have obtained Conversion of the PARTITIONED PLOT into Non-Agricultural use, vide Sanad dated 30/01/2018 bearing No. AC-I/MOR/SG/CONV/03/2017/1431 and the same is valid and subsisting as on date.

AND WHEREAS there exists a rustic, immovable property situated in Ward No. 10 within the limits of the Mormugao Municipal Council at Sasmollem, Baina, taluka and sub-district of Mormugao enrolled in the Taluka Revenue Office under Matriz predial no. 1647 and surveyed under Chalta No. 171 of P.T. Sheet No. 171 of the city survey of Vasco-da-Gama, admeasuring an area of 410 sq. mtrs. Hereinafter referred to as the 'SMALLER PROPERTY' delineated in red boundary line in the plan annexed hereto at Annexure-I and more particularly described in SCHEDULE-III hereunder.

WHEREAS Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES r/o Sansmolem, Vasco-da-Gama, landlord expired on 17th June 1972, leaving behind his wife, Smt. PULQUERIA DAMIANA PEREIRA E RODRIGUES, widow, and Shri. MANUEL A. RODRIGUES, son of the deceased Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES and his wife Smt. BONNIE C. RODRIGUES, Shri. LEONARDO RODRIGUES, Smt. MARCELINA P. RODRIGUES and Shri. ROY J. RODRIGUES, Smt. SAVIA RODRIGUES, Shri. ROMELO J. RODRIGUES, Smt. FLAVIA RODRIGUES and Smt. MARIA M. RODRIGUES.

WHEREAS the other successors Smt. IDA TEREZINHA ANA RODRIGUES PEREIRA, housewife, and her husband Shri. ESTEVAM GUILHENME PEREIRA, merchant, both residing at Bhute-Bhat, Vasco-da-Gama, Smt. EMA FILOMENA RODRIGUES MASCARENHAS, housewife, and her husband Shri. DOMINGOS FRANCISCO EUTOQUIANO LUCIANO MASCARENHAS, employee of Mormugao Port Trust, both residing at Davorlim, Salcette Taluka and Smt. IRENE RODRIGUES MESQUITA, housewife, and her husband Shri. ANTONIO SANTANA DO ROSARIO MESQUITA, seaman, both residing at Betalbatim, Salcette Taluka, assigned and relinquished gratuitously in terms of Article 2029 of the Portuguese Civil Code still in force, in favour of the remaining co-heirs

all the illiquid and undivided right which they have for the inheritance of their father and father-in-law respectively, the said Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES by Deed of Gratuitous Assignment dated 12/09/1973 drawn by the Notary Public Ex-officio of Mormugao Taluka, Shri. SUBHASH S. NAIK and recorded in Pages 31 reverse onwards on Deed Book No. 152 and ALDA RODRIGUES, major in age, spinster, religious sister, residing at Sancoale, other daughter of the said Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES, also assigned or relinquished gratuitously in terms of the said Article 2029 of the Portuguese Civil Code in favour of the remaining co-heirs, all the illiquid and undivided right which they have for the inheritance of her father, the said Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES.

By deed of gratuitous assignment dated 28/12/1973 drawn by the said Notary Public ex-officio of Mormugao Taluka, Shri. SUBHASH SHRIPAD NAIK and recorded at pages 40 onwards on Deed Book No. 152 and whereas the other successors Smt. CECILIA MARIA SANTANA SAVIA RODRIGUES and her husband Shri. MILAN DABOLKAR, also known as Shri. MILAN H. DABOLKAR, both residing at Cortalim at the time of their marriage, were satisfied of their legitimate rights to the estate of their father and father-in-law respectively, the said Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES. With the money given as dowry equivalent to their respective share of the said estate by their mother and mother-in-law, Smt. PULQUERIA DAMIANA PEREIRA E RODRIGUES, brothers and brothers-in-law, the 2nd, 3rd, 4th, 5th and 6th parties namely, Shri. MANUEL RODRIGUES, Shri. LEONARDO A. RODRIGUES, Shri. ALVARO J. RODRIGUES, Shri. ROMELO J. RODRIGUES and Shri. ROY RODRIGUES respectively, under competent release with receipt of the said money passed on 20th July 1976 by the said Smt. CECILIA RODRIGUES and her husband Shri. MILAN H. DABOLKAR.

WHEREAS vide instrument of Deed of Partition dated 27/07/1978 executed before the Sub-Registrar of Vasco-da-Gama, the estate of the said Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES was partitioned and allotted to the Legal heirs and the Plot under Chalta No 171 of PT Sheet No. 171 of City Survey of Vasco-da-Gama, admeasuring 410 sq. mtrs or thereabout which was in the possession and enjoyment of the deceased Shri. PEDRO LOURENCO DA CONCEICAO RODRIGUES was left out inadvertently from the said Deed of Partition as the said property was a narrow strip surrounded by the property surveyed under Chalta No. 169 of PT Sheet No. 171, presently in the possession of Shri. APRICIO PEREIRA and the same remained inaccessible. Moreover, the survey records also were not available while listing the properties.

AND WHEREAS pursuant to the Inventory Proceedings No. 03/2014/C concluded before the Civil Judge Junior Division at Vasco vide the Order delivered on the 24th day of February, 2015 in terms of the final Chart of Partition dated 18/02/2015 and having paid requisite owelty money in compliance of the said final chart of partition, Shri. LEONARDO A. RODRIGUES alias LEONARDO ANSELMO JOAQUIM RODRIGUES alias LEONARDO RODRIGUES, s/o late Shri. PEDRO C. RODRIGUES was conferred with absolute possession, title and ownership of the SMALLER PROPERTY.

AND WHEREAS vide Exchange Deed dated 18/08/2015 executed before the Sub-Registrar of Assuarances, Mormugao, under Registration No. 18 of pages 263 to 275 of Book No. I Volume No. 1572 dated 24/08/2015, Shri. LEONARDO RODRIGUES transferred the SMALLER PROPERTY in favour of the PROMOTERS.

AND WHEREAS the PROMOTERS have obtained Conversion of the SMALLER PROPERTY into Non-Agricultural use, vide Sanad dated 18/04/2018 bearing File No. 11/DYC-MOR/CONV/03/2018/1138 and the same is valid and subsisting as on date.

AND WHEREAS the SMALLER PROPERTY is to be amalgamated with the PARTITIONED PLOT. AND WHEREAS the PROMOTERS are constructing a multi-storied building in the name and style "SD ZANITA HEIGHTS", hereinafter referred to as the 'SAID PROJECT', in the proposed amalgamated plot bearing Chalta 169-A and 179 of P.T. Sheet No. 171 of the city Survey of Vasco da Gama, situated in Ward No. 10 at Sasmollem Baina, Vasco da Gama, Mormugao, South Goa District, totally admeasuring 2910 sq. mts. or thereabout, hereinafter referred to as the 'SAID PROPERTY' and more particularly described at Schedule-IV hereunder written.

The ALLOTTEE(s) have verified all the title documents and deeds, and are satisfied with the same thereby entitling the PROMOTER to allot premises/ units/ apartment in the said project.

The ALLOTTEE(S) confirms that they have chosen to invest in the said Project after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in market in the vicinity and confirm that the booking in this Project is suitable for their requirement and therefore have voluntarily approached the Promoter for allotment of the Unit.

The ALLOTTEE has provided the PROMOTERS with a sum of Rs./- (RupeesOnly). In lieu of the said hand loan, the ALLOTTEE has opted for allotment of a flat in Building 'SD ZANITA HEIGHTS' identified as Flat No., admeasuring approximately sq. mts. of Carpet Area (including

balconies) or sq. mts. of Super Built-up area, on the Floor, which unit is described at Schedule-V, an appropriate Agreement for Sale/ Sale Deed for which will be duly registered to confirm the same, hereafter written and shall hereinafter be referred to as the SAID PREMISES.

The PROMOTERS have agreed to construct the SAID PREMISES for the ALLOTTEE provided the ALLOTTEE finances a sum of Rs./- (RupeesOnly) towards the total consideration for the construction of the SAID PREMISES and for the corresponding undivided share in the land and out of the same, paid a sum of Rs./- (Rupees Only), the receipt whereof is admitted and acknowledged by the PROMOTERS. The ALLOTTEE has agreed to finance the balance sum of Rs./- (Rupees Only) along with extra work charges and other outgoings, as applicable, in the manner stipulated in Schedule-VI hereinafter written.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **PREMISES:**

The PROMOTERS shall, under normal conditions, construct in Building 'SD ZANITA HEIGHTS' the said Flat No., sq. mts. of Carpet Area (including balconies) or sq. mts. of Super Built-up area, on the Floor (hereinafter referred to as the SAID PREMISES) along with Stilt Parking No., which premises is shown delineated in red boundary line on the Plan annexed hereto.

2. **CONSIDERATION:**

- (a) The ALLOTTEE agrees to finance a sum of Rs./- (Rupees Only) or thereabout towards the total cost of construction of the SAID PREMISES as per the mode of payment specified in Schedule-VI on or before the dates provided therein.
- (b) The above said total sum of Rs./- (RupeesOnly) or thereabout includes the cost of the undivided incidence of land proportionate to the built up area of the SAID PREMISES.
- (c) Without prejudice to PROMOTERS' other rights under this Agreement and/or in law the ALLOTTEE shall be liable, to pay to the PROMOTERS interest at the rate of 18% per annum, on all amounts due and payable by the ALLOTTEE under this Agreement, if any such amount remained unpaid for seven days or more after becoming due.
- (d) The PROMOTERS shall have first lien and charge on the SAID PREMISES agreed to be acquired by the ALLOTTEE in respect of any amount payable by the ALLOTTEE to the PROMOTERS under the terms and conditions of this Agreement.

3. **CHANGES:**

- (a) The PROMOTERS will not accept any changes or additions to the SAID PREMISES.
- (b) The ALLOTTEE covenants with the PROMOTERS that they shall not, either in person or by correspondence or after possession, request for or carry out any changes/

alterations/ modifications to the SAID PREMISES, contrary to rules and regulations.

- (c) The ALLOTTEE undertakes that he will not alter/ demolish/ destroy or cause to demolish/ destroy any structure of the said Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The ALLOTTEE shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The ALLOTTEE shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/ grills without the prior permission of the PROMOTERS. The ALLOTTEE shall not partly/ fully remove any walls of the said Unit including load bearing walls/ structure of the same, which shall remain common between the ALLOTTEE and the owners of adjacent premises.

4. **POSSESSION, USE AND MAINTENANCE OF THE SAID PREMISES:**

- (a) The PROMOTERS shall deliver the SAID PREMISES to the ALLOTTEE within a period of THIRTY SIX MONTHS from the date of this Agreement subject to an extension of further NINE MONTHS, provided all the amount due and payable by the ALLOTTEE to the PROMOTERS are paid.
- (b) The PROMOTERS shall, by a notice in writing to the ALLOTTEE intimate that the SAID PREMISES may be taken possession of, and the ALLOTTEE shall, within SEVEN DAYS from the receipt of the notice, take possession of the

SAID PREMISES, failing which the ALLOTTEE shall be deemed to have taken possession of the SAID PREMISES.

- (c) The PROMOTERS shall not incur any liability if they are unable to deliver possession of the SAID PREMISES by the date stipulated in Clause No.4(a), if the completion of the scheme is delayed by reason of non-availability of construction material/s, labour or water supply or electric power/ drainage/ sewage connection or by any delay attributed to government departments in granting license/ NOC/ reports or by reason of war, civil commotion or any act of God or if non-delivery or possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent Authority or for any other reason beyond the control of PROMOTERS and in any of the aforesaid events the PROMOTERS shall be entitled to reasonable additional extension of time for delivery of possession of the SAID PREMISES.
- (d) If for reasons other than the ones stipulated hereinabove, the PROMOTERS are unable to or fail to give possession of the SAID PREMISES to the ALLOTTEE within the date specified in Clause 4(a) read with Clause 4(c) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the ALLOTTEE shall be entitled to give notice to the PROMOTERS terminating the AGREEMENT, in which event, on the receipt of such notice refund to the ALLOTTEE, the amounts, if any, that may have been received by the PROMOTERS from the ALLOTTEE in respect of the SAID PREMISES, as well as simple interest on such amounts from the date of receipt till repayment. The PROMOTERS

shall also pay to the ALLOTTEE a sum of Rs. 5,000/- (Rupees Five Thousand only) as liquidated damages in respect of such termination.

- (e) Neither party shall have any other claim against the other in respect of the SAID PREMISES or arising out of this Agreement and the PROMOTERS shall be at liberty to allot, alienate and dispose of the SAID PREMISES to any other person for such consideration and upon such terms and conditions as the PROMOTERS may deem fit.
- (f) The ALLOTTEE shall use the SAID PREMISES only for the purpose of residence or for any purpose which is permissible by the prevailing laws as may be applicable.
- (g) The ALLOTTEE shall from the date of possession, maintain the SAID PREMISES, the walls, partition 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 which may be against the conditions or rules or bye-laws of the Municipality or any other relevant statutory Authority/ Body and shall attend to and answer and will be responsible for all actions for violation of any such condition or rules or bye-laws.
- (h) The ALLOTTEE shall not let, sub-let, sell, transfer, assign or part with their interest under upon or arising out of this Agreement or benefit of this Agreement or part with possession of the premises until all the dues payable by them to the PROMOTERS under this Agreement are fully paid up and only if the ALLOTTEE has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing of the PROMOTERS.

5. **DEFECTS:**

After taking possession of the SAID PREMISES the ALLOTTEE shall have no claim against the PROMOTERS in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work unless the Architect of the PROMOTERS opines otherwise. Similarly, the PROMOTERS shall not be responsible for colour/ size/ variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings etc.

6. **OUTGOINGS:**

Any taxes, charges or out goings levied by the Municipality or any other competent Authority exclusively pertaining to the SAID PREMISES including Service Tax, Infrastructure Tax, VAT, Labour Cess or any other tax, shall be borne by the ALLOTTEE, irrespective of whether the ALLOTTEE has taken possession of the SAID PREMISES or not.

7. **PLANS AND VARIATIONS:**

- (a) It is hereby agreed that the PROMOTERS shall be entitled and are hereby permitted to make such variations and alterations in the above plan or 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 buildings, as the exigencies of the situation may warrant, and the circumstances of the case may require.
- (b) In the event, on account of change in plans or for any other reasons, the area of the SAID PREMISES is increased, the ALLOTTEE shall be liable to pay to the PROMOTERS for the extra area at the rate of Rs. 44,709/-

calculated at the rate stipulated in the present Agreement. Similarly, if the built up area of the SAID PREMISES is decreased, the PROMOTERS shall be liable to refund to the ALLOTTEE the amount corresponding to the differential area calculated at the rate stipulated in the present Agreement.

- (c) Notwithstanding anything to the contrary contained in this Agreement, the terrace (as may anytime satisfy the description of terrace) of the said building including parapet walls shall always be the property of the PROMOTERS and shall be under the exclusive control, use, possession, enjoyment and ownership of the PROMOTERS and this Agreement with ALLOTTEE and all other allottees of flats in the said building shall be subject to the aforesaid right of the PROMOTERS who shall also be entitled to use or allow the user of terrace and parapet walls for any purpose of the discretion of the PROMOTERS.
- (d) The PROMOTERS shall have sole and absolute rights to extend further storeys or put up additional structures from time to time in the said premises or on any part thereof that might become hereinafter permissible. Such additional structure and storeys will be the sole property of the PROMOTERS who will be entitled to dispose of the same or any part thereof in way it chooses and the ALLOTTEE hereby consents to the same and the ALLOTTEE shall not be entitled to raise any objection or set up any obstructions thereto in any manner to the PROMOTERS or other persons permitted by the PROMOTERS for raising such further storeys or making other constructions or

transferring any rights in or on the building or other construction therein or any part or parts thereof.

- (e) For the purpose of further constructions, the PROMOTERS shall be absolutely entitled from time to time to remove, shift and substitute (subject to the obligation of the PROMOTERS) reinstall the water tank, Lift machineries, Lift room, terrace or parapet to the newly constructed area without any objection or interference from the ALLOTTEE. The ALLOTTEE shall not be entitled to raise any objection or to claim any abatement in the price of the unit agreed to be paid by the ALLOTTEE and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.
- (f) The PROMOTERS shall always and from time to time as and when required by reason of further construction or constructions be entitled to connect the electric, water, sanitary and drainage fittings or Lift to the additional structure(s) and storey(s) with the connections and/or sources that may then be existing for the other constructed units and/or portions and the said additional structures shall be entitled to all the benefits, advantages easements and facilities.
- (g) It is understood and agreed that in the event of increase in F.A.R, the undivided share in the Land shall be modified proportionately so as to reflect only that amount of fraction of Land vis-a-vis the present F.A.R and further that the additional F.A.R and proportionate share of Land shall be available solely to the benefit of the PROMOTERS without the requirement of any Agreement and or recognition from the ALLOTTEE.

8. **CLUB HOUSE/ COMMUNITY BUILDING:**

- (a) The PROMOTERS propose to develop a club house or community building (as the case may be) ("Club") to which ALLOTTEE and occupants of the SAID PROPERTY, including the Project, shall be eligible for Membership, along with other amenities, subject to approvals, permissions and sanctions received from the competent authorities and statutory bodies for the purpose of conditional use and enjoyment of the ALLOTTEE and occupants of the SAID PROPERTY.
- (b) The ALLOTTEE is aware that the PROMOTERS intend to construct one or more club house/ community building in the SAID PROPERTY and the ALLOTTEE shall have Membership access in accordance with the Club regulations and limitations set by the PROMOTER, in case of multiple blocks such access/ Membership shall only apply to the Club in respect of his Building and to the one which is designated to his Unit.
- (c) The ALLOTTEE has agreed to avail membership of the Club, by paying to the PROMOTERS the all charges relating to the usage and membership of the Club, in addition to the Sale Consideration and the non-refundable membership fees, if any, and also agree/s to pay all such Membership charges as may be stipulated by the PROMOTERS, from time to time.
- (d) Upon making full payment of all amounts due under this Agreement and completion of the Club, the ALLOTTEE shall be entitled to Membership for usage of facilities of the Club which is proposed to be constructed on the portion of the SAID PROPERTY.

- (e) The ALLOTTEE agrees that the Club shall be used only by the occupants of the Unit. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the PROMOTERS, from time to time. Entry to the Club and use of the facilities, by any of their guests shall be charged, as determined by the PROMOTERS. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the PROMOTERS. The Allottee(s) undertakes to be bound by the rules framed by the PROMOTERS with regard to the Membership and access to the Club and/or and the Allottee(s) hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Eligible Allottee(s) and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit is sold/ transferred by the ALLOTTEE, then in such event the ALLOTTEE shall be deemed to have transferred the right to utilize the membership to the prospective allottee/ transferee of the Unit. The ALLOTTEE shall be obliged to pay the charges, if any, levied by the PROMOTERS or for any specific service(s) availed of by the ALLOTTEE.
- (f) The PROMOTERS shall be at liberty to rent out the Club premises so as to raise funds to supplement the Membership charges, for the upkeep and maintenance of the Club and for maintaining services available to the Club Members.
- (g) It is also clarified that no outsider, without permission from the PROMOTERS will be allowed to enter and use the Club.

(h) The PROMOTERS do not warrant or guarantee for use, performance or services, otherwise provided by the operator of the Club. The Parties hereto agree that the PROMOTERS shall not be responsible and/or liable in connection with any deficiency or performance/ non-performance of the services or otherwise provided to the ALLOTTEE.

9. **FORMATION OF ENTITY:**

- (a) It is agreed by the ALLOTTEE that the name of the Project is "SD ZANITA HEIGHTS", however, before handing over possession the name may be changed at the sole discretion of the PROMOTERS and the ALLOTTEE shall not be entitled to raise any objection to the same.
- (b) The PROMOTERS shall assist the ALLOTTEE and the other Flat holders in forming a Co-operative Society/ Company, an association of persons or any other entity for owning and/or maintaining the SAID PREMISES and/or the building 'SD ZANITA HEIGHTS'.
- (c) It shall be entirely at the discretion of the PROMOTERS to decide whether to form a Co-operative Society, Company, an Association of persons or any other entity (hereinafter referred to as the 'ENTITY').
- (d) When the PROMOTERS take a decision in this matter the ALLOTTEE and other Flat holders of the building 'SD ZANITA HEIGHTS' shall sign all forms, applications, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PREMISES and/or the building 'SD ZANITA HEIGHTS' in the name of the ENTITY.

- (e) The ALLOTTEE and the person/s to whom the SAID PREMISES is let, sub-let, transferred, assigned or given possession to, 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 from time to time and shall also be governed by byelaws which may be applicable to the ENTITY.
- (f) The ALLOTTEE hereby agree/s and undertake/s to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration for the ENTITY and return to the PROMOTERS the same within 10 (Ten) days of the same being intimated by the PROMOTERS to the ALLOTTEE.
- (g) No objection shall be given by the ALLOTTEE if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- (h) The ALLOTTEE 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 PROMOTERS and of the other Flats Holders in 'SD ZANITA HEIGHTS'.
- (i) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed(s) of conveyance shall be prepared by the Advocate of the PROMOTERS.

10. **UNSOLD AND UNALLOTTED UNITS AND AREAS;**

- (a) It is agreed and understood between the Promoter and the Allottee(s) that after the formation of the Organisation, the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold apartments, premises, units, un-earmarked areas etc. and in the said Project.
- (b) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project and Larger Property shall always belong to and remain the property of the Promoter at all times and the PROMOTERS shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Larger Property and the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- (c) Even after the PROMOTERS developing the said Project/ Larger Property, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted flats / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and allottee(s) of such unsold / unallotted flats / premises shall be accepted as member of the Organisation. Such purchaser/s and ALLOTTEE(s) (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium

and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold flats/ premises.

(d) The ALLOTTEE(s) and/ or the Entity shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and/ or nuisance or on any other ground whatsoever. Further, the PROMOTERS shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the ENTITY.

(e) The PROMOTERS shall be entitled to enter in separate agreements with the owners, allottee(s) of different units in the Building or Project on terms and conditions decided by the PROMOTERS in its sole discretion and shall without any delay or demur enroll the new ALLOTTEE(s) as members of the ENTITY.

11. **TRANSFER:**

In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY the PROMOTERS shall get executed the conveyances of the undivided portions of the SAID PROPERTY in the names of all the Flats Owners in proportion to the built up area acquired by each of them in 'SD ZANITA HEIGHTS'. If the land is to be transferred to the Entity/Society, the same shall be done only after complete utilization of FAR of the property by the PROMOTERS.

12. **DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:**

The ALLOTTEE agrees to pay to the PROMOTERS:

- (a) All the expenses for water, electricity and sewerage connection and towards the said expenditure a deposit of Rs. 75,000/- (Rupees Seventy Five Thousand Only) shall be made by the ALLOTTEE. The cost of the transformer installation and three-phase electricity meter shall be borne by the ALLOTTEE. The ALLOTTEE shall, on demand from the PROMOTERS pay additional contribution if the aforesaid deposit is found insufficient to meet the expenses.
- (b) The PROMOTERS and/or the ENTITY shall be entitled to charge maintenance charges of the building, water/ electricity consumption charges/ sewerage charges, watch n ward charges Lift operation charges and other maintenance charges from time to time and the ALLOTTEE shall pay the same. To meet the above expenses initially an annual contribution of Rs. 20/- per sq. mts. super built-up area per month may be raised by the PROMOTERS. If the same is found insufficient, the PROMOTERS shall be at liberty to increase the same. The PROMOTERS shall maintain proper account of the receipt and expenditure and submit the same for the verification of the representatives of the ALLOTTEE. Once the formation of the Society/ Association/ Company/ Entity is complete; the maintenance work shall be looked after by them independently.

13. **GENERAL:**

- i. The PROMOTERS shall be at liberty to sell, assign, transfer or otherwise deal with the right, title and interest in the remaining part of the SAID PROPERTY and/or in the 'SD ZANITA HEIGHTS'.
- ii. The ALLOTTEE shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTERS may require from them from time to time in this behalf for safeguarding, inter-alia, the interest of the PROMOTERS and the ALLOTTEE.
- iii. The ALLOTTEE shall on the date of signing the Agreement notify to the PROMOTERS the address where any letters, reminders, notices, documents, papers etc. are to be served to the ALLOTTEE. The ALLOTTEE shall also from time to time notify any changes in their address to the PROMOTERS. Any letters, reminder, notices, documents, papers etc. dispatched to/ served at the said notified address or at the changed address by Regd. A/D. or under Certificate of Posting shall be deemed to have been lawfully served on the ALLOTTEE.
- iv. The consideration for the flat is worked out at Rs. /- per sq. mts. for super built up area. In the event of variation in the area the respective parties will be entitled to claim/ demand the payment for the corresponding area increased/ decreased at the aforesaid rate.
- v. In the event of default of the payment of installment stipulated in the Schedule-VI herein, the PROMOTERS shall be liable to cancel this Agreement and enter into fresh Agreement in respect of Flats with other allottees. In such an event, after cancellation of this Agreement and raising

the finances from interested customers in respect of the SAID PREMISES the amount financed by the defaulting ALLOTTEE shall be returned without any interest, after deducting Rs. 50,000/- (Rupees Fifty Thousand only) towards the administrative and processing charges and Rs. 2,00,000/- (Rupees Two Lakhs Only) or 10% of the consideration, whichever is more, towards the losses suffered by the PROMOTERS.

- vi. All items of work which are not specified in Schedule-VII shall be undertaken by the PROMOTERS and charged extra for the same. A supervision charge of 15% shall be charged for any extra work carried out and an advance of 75% of the estimated cost by the Engineers of the PROMOTERS for the extra work shall be paid by the ALLOTTEE to the PROMOTERS before the commencement of the extra items of work. The PROMOTERS shall submit bills in respect of extra work to the ALLOTTEE. The time consumed for the completion of the extra work shall be added to the total period of completion under Clause 4(a) of this Agreement. The ALLOTTEE shall pay the balance 25% of extra work charges to the PROMOTERS before taking possession of the flat.
- vii. In the event of any transfer of the rights/ interest of the ALLOTTEE in the SAID PREMISES during the period of construction or at any time prior to the handing over of the building/ Land to the Entity/ Association/ Society to any third party with the consent of the PROMOTERS. The PROMOTERS shall be entitled to charge Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) or 10% of the consideration whichever is more, as their Administrative/

Processing charges and premium from the said ALLOTTEE. However such transfers shall be done solely at the discretion of the PROMOTERS.

- viii. All the expenses for the preparation of Sale Deed/ Agreement for Sale, stamp duty, typing and stationery charges, registration charges, cost of the title documents of the property and other incidental charges shall be borne by the ALLOTTEE.
- ix. In the event of default on the part of the ALLOTTEE to pay the outstanding dues, 18% interest per annum will be charged on the outstanding amount without prejudice to any other action to be taken by the PROMOTERS in terms of this Agreement.
- x. The electricity, water, sewerage and other charges viz. transformer installation, electricity meter etc. payable in respect of the SAID PREMISES shall be borne by the ALLOTTEE. The electricity, water, sewerage and other charges specified to the commercial establishment shall be paid by the ALLOTTEE of the Units on pro rata basis.
- xi. The ALLOTTEE has hereby given their express consent to the PROMOTERS to raise any Loan against the and/or the building constructed thereon except the premises of the ALLOTTEE and to mortgage the same with any bank(s) or financial institution(s). This consent, however, is on the express understanding that any such loan/ liability shall be cleared by the PROMOTERS, at their expenses.
- xii. The ALLOTTEE shall, from the date of possession, maintain the SAID PREMISES, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at their own 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 byelaws of the Municipal Council and/or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or byelaws.

- xiii. Infrastructure tax levied by Government of Goa under Goa Infrastructure Act, 1997 and the Service Tax levied by the Central Government/State Government in respect of the flat, the area of the flat shall be solely borne by the PRCHASER.
- xiv. The ALLOTTEE shall also bear proportionate share in the insurance premium of the said building and also all outgoing for the maintenance of the building, common lights, common staircase, common compounds and open spaces, salaries of watchman, sweepers and charges.
- xv. In the event of any amount by way of premium, security deposit, betterment charges, development taxes or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the PROMOTERS, the ALLOTTEE hereby expressly undertakes to reimburse the PROMOTERS for all such amounts in proportion of the area of the said premises and in determining such amount the decision of the DEVELOPER shall be binding and conclusive upon the ALLOTTEE.
- xvi. The ALLOTTEE hereby agrees and bind themselves to contribute such amount as may be decided by the

PROMOTERS or the entity, as the case may, for the maintenance of the said plot and the said building scheme from time to time i.e. for common lights, water charges, watchman's remuneration, sweeper's remuneration, maintenance of garden, etc.

- xvii. The ALLOTTEE under no circumstances shall block or encroach upon the open space/ passages or staircase in the said buildings. Likewise, the internal access roads in the said building scheme shall always be kept open and unobstructed.
- xviii. The ALLOTTEE shall have no right to the terrace portion of the said building, except for the purpose of having access to the overhead water tank, and their maintenance and the same shall always remain as the absolute property of the PROMOTERS.
- xix. All papers pertaining to the formation of the Entity and rules and regulations thereof as also the necessary Deed/ Deeds of Conveyance shall be prepared by the Advocate of the PROMOTERS. All Costs, charges, expenses including Stamps Duty, Registration charges and any other expenses in connection with the preparation, execution and registration of the Deed/Deeds of Conveyance or for the formation of the Entity shall be borne by the premises-holders or from the annual maintenance advance funds collected from the prospective owners in such proportion as may be decided by the PROMOTERS and/or by the ENTITY.
- xx. It is agreed between the parties that the water sources in the SAID PROPERTY shall be the property of the

- PROMOTERS and shall be under the exclusive control, use, possession, enjoyment and ownership of the PROMOTERS.
- xxi. The PROMOTERS shall provide the building(s) with a common underground water pump or a surface level water storage tank of adequate capacity connected to overhead water tank in order to lift water in case of breakdown of water supply from the mains. The sump or water tank will be provided with pump house/water pump. The cost of this unit comprising of sump/water tank, pump house and the water pump with all accessories will have to be borne equally by all the allottees of units in the building or buildings.
- xxii. The allotment of Stilt or specified open parking slot for the benefit of any Flat Owners shall be at the discretion of the PROMOTERS and no covered parking or vehicle sheds shall be permitted in the open space and the allotted stilt parking shall be used *only* for parking vehicles and no barricading of any nature shall be permitted.
- xxiii. It is declared by the parties to this Agreement that the possession of Flat No. 203, Second Floor is not given to the ALLOTTEE by the PROMOTERS by this document.
- xxiv. The ALLOTTEE agree/s not to fix or install any window antenna on the roof or terrace or external façade of the said Building except by the prior sanction of the PROMOTERS and/or Maintenance Agency and/or the said Entity and at places earmarked by the PROMOTERS.
- xxv. No third party contractors shall be allowed to do any work of any kind in the unit of the ALLOTTEE till the possession of the Unit is handed over. It is agreed that no religious ceremonies/ inaugurations etc shall be allowed to be

- conducted in the unit or the SAID PROPERTY till the possession of the Unit is handed over to the ALLOTTEE.
- xxvi. 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, 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 Indian Arbitration & Reconciliation Act, 1996.
- xxvii. The ALLOTTEE shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of these Agreement or part with possession of the premises until all the dues payable to the PROMOTERS under these Agreement are fully paid. It is specifically agreed by the parties that if there is any breach on the part of the ALLOTTEE, the PROMOTERS will be entitled to cancel the booking of the Flat and refund the consideration paid by the ALLOTTEE after forfeiting Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) towards the compensation for the breach committed.
- xxviii. Each owner shall obtain his electric connection from the respective Government departments. The PROMOTERS shall only provide the ALLOTTEE with the required electrical report to the effect that the works are executed as per government regulations which is sufficient for obtaining electrical connections. Any extra work done

beyond the specifications above will be done at the cost of the ALLOTTEE.

SCHEDULE-I

Description of the LARGER PROPERTY

Immovable property 'ARECAL CONDOI' or 'GINA' situated at Baina, Vasco-da-Gama Goa within the limits of Mormugao Municipal Council described in the Land Registration office of Salcete under No. 10926 which is also enrolled in the land revenue office of Mormugao under Matriz no. 1646 and surveyed under Chalta Nos. 169, 170 and 172 of P.T. Sheet No. 171 and Chalta No. 14 of P.T. Sheet No. 178 in the city survey of Vasco-da-Gama, Goa totally admeasuring 4046 sq.mts. or thereabout which may be altered on the exchange envisaged at Clause 1 and 23 coming into effect. The SAID PROPERTY is bounded as follows:

- North : by Nallah & property under Chalta No. 157 of PT Sheet No. 171
- South : by properties under Chalta No. 23, 24, 25 & 31 of PT Sheet No. 176
- West : by properties under Chalta No. 167 & 168 of PT Sheet No. 171
- East : by property under Chalta No. 5 of PT Sheet No. 170

SCHEDULE-II

Description of the PARTITIONED PLOT

All that part of the immovable property 'ARECAL CONDOI' or 'GINA' situated at Baina, Vasco-da-Gama Goa within the limits of Mormugao Municipal Council described in the Land Registration office of Salcete

under No. 10926 which is also enrolled in the land revenue office of Mormugao under Matriz no. 1646 and surveyed under Chalta No. 169-A of P.T. Sheet No. 171 of the city survey of Vasco-da-Gama, Goa totally admeasuring 2500 sq.mts. and bounded as follows:

- North : by property under Chalta No. 157 of PT Sheet No. 171
- South : by properties under Chalta No. 24, 25 & 31 of PT Sheet No. 176
- West : by property under Chalta No. 169 of PT Sheet No. 171
- East : by property under Chalta No. 5 of PT Sheet No. 170

SCHEDULE-III

Description of the SMALLER PROPERTY

Landed property under Chalta No. 171 of PT Sheet No. 171 of the city survey of Vasco-da-Gama, situated in Ward No. 9 described in the inquiry register (Form B) of the office of the Inspector of Survey and Land Records, Vasco in Pg. No. 60 Book No. 13 admeasuring an area of 410 sq. mtrs. **bounded on all sides** by the property surveyed under Chalta No. 169 of PT Sheet No. 171.

SCHEDULE-IV

Description of the SAID PROPERTY

All that amalgamated plot bearing Chalta No. 169-A and 171 of P.T. Sheet No. 171 of the city survey of Vasco da Gama, in Ward No. 10 within the limits of the Mormugao Municipal Council,

situated at Sasmollem Baina, Vasco da Gama, Mormugao, South Goa District, totally admeasuring 1838.05 sq. mtr. or thereabout:

- North : by property under Chalta No. 157 of PT Sheet No. 171
- South : by properties under Chalta No. 24, 25 & 31 of PT Sheet No. 176
- West : by property under Chalta No. 169 of PT Sheet No. 171
- East : by property under Chalta No. 5 of PT Sheet No. 170

SCHEDULE-V

Description of the SAID PREMISES

- Flat :
- Super Built-Up Area : sq mts
- Carpet Area : sq mts (including balconies)
- Stilt parking No. :

Boundaries (Plan Annexed)

- North : by
- South : by
- East : by
- West : by

SCHEDULE-VI**Payment Schedule**

Sl. No.	Description	Amount
1.	Booking Amount	Rs./- + Rs./- GST/ TDS
2.	On or before signing of Agreement (20%) + Service Tax	N/A
3.	Within 7 days from intimation of commencement of Plinth (35%)	Rs./- + GST/ TDS
4.	Within 7 days from intimation of commencement of First Slab (45%)	Rs./- + GST/ TDS
5.	Within 7 days from intimation of commencement of Second Slab (55%)	Rs./- + GST/ TDS
6.	Within 7 days from intimation of commencement of Third Slab (65%)	Rs./- + GST/ TDS
7.	Within 7 days from intimation of commencement of Fourth Slab (75%)	Rs./- + GST/ TDS
8.	Within 7 days from intimation of commencement of Fifth Slab (85%)	Rs./- + GST/ TDS
9.	Within 7 days from intimation of commencement of Roof Slab (90%)	Rs./- + GST/ TDS
10.	Within 7 days from intimation of commencement of External Plastering (95%)	Rs./- + GST/ TDS
11.	Within 7 days from intimation of receipt of Occupancy Certificate (100%)	Rs./- + GST/ TDS
12.	Balance amount, taxes, outgoings & applicable charges before handing over of SAID PREMISES. Extra work charges, if any, shall be billed separately.	As applicable*

SCHEDULE-VII

Specifications

THE STRUCTURE:

It is a R.C.C framed structure of columns, beams and slabs. The internal partition wall will be 12cm/23cm brick/block/laterite masonry and the external walls will be 23cm block/brick/laterite masonry.

PLASTER:

Internal plaster shall be single coat sand faced cement plaster with neeru finish. External plaster will be double coat sand faced cement plaster.

PAINTING:

External walls will be painted with two coats of snowcem or equivalent waterproof cement paint. Internal walls and ceiling will be painted with one coat cement primer followed by application of synthetic cement based wall putty and two coats of white Oil Bound Distemper.

FLOORING:

All rooms will be provided with good quality ceramic floor tiles with 10cm skirting. WC and bathroom will be provided with anti-skid ceramic tiles.

DOORS & WINDOW:

Main door frame shall be of hard wood provided with peep hole, tower bolt, aldrop, night latch and door stopper. All internal door frames shall be of seasoned wood/ moulded concrete with good quality flush shutters. Bath and WC doors shall be fiber/ PVC/ flush doors and balcony doors shall be of marine flush doors/ membrane doors. Windows shall be of UPVC/powder coated/anodized Aluminium.

KITCHEN:

Shall be provided with granite with stainless steel sink. The platform backing finished with dado up to 60 cm above the granite platform with glazed tiles.

BATHROOM AND WC:

The WC and bathroom shall consist of European commode, requests for Indian commodes shall be made in writing before the completion of blockwork of the unit. Two wash basins shall be provided. WC and bathroom shall be provided with anti-skid ceramic tiles. Dado will be up to a height of 210 cm with glazed tiles.

WATERPROOFING:

All toilets, bathrooms and open terraces shall be water proofed with standard water proofing material.

WATER SUPPLY:

Shall be through underground sump and overhead tank which will service the entire apartments.

ELECTRICAL INSTALLATION:

Wiring shall be concealed type with good quality Copper wires in PVC conduits. Electrical points will be provided as under.

Living/ Dining Room	:	Three light points, Two Fan points, Two 5 Amp plug point, One Bell point, One T.V. point
Bedroom	:	Two light points, One Fan point, One 5 Amp plug point, One AC point (only in Master Bedroom)
Kitchen	:	One light point, One exhaust fan point, One 15 Amp plug point, One 5 Amp plug point

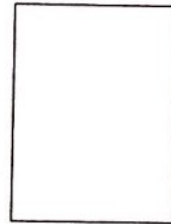
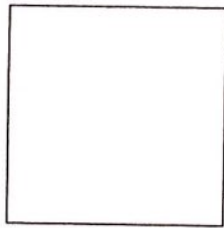
Bath and WC	:	One light point, One Exhaust Fan point, One Geyser point
Balcony	:	One light point

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED & DELIVERED by the within named parties of the FIRST AND SECOND PART at Vasco da Gama.

.....
Shri. PHIROZE LORAN

(As Partner of M/s Sancoale Developers and as Attorney of Shri. Apricio de Ascencao de Cristo de Sa Pereira, Shri. Renvick Roque Pereira, Shri. Vernon Victor Pereira and Smt. Ayomi Angelica Pereira)



L.H.T.I

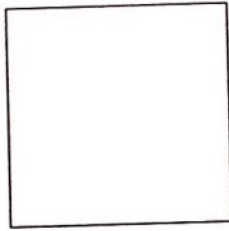
LEFT HAND				

RIGHT HAND				

SIGNED & DELIVERED by the within
named parties of the THIRD PART at
Vasco da Gama.

.....

1. Shri.



L.H.T.I

LEFT HAND				

RIGHT HAND				

IN THE PRESENCE OF WITNESSES:

1.....

2.....