

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, on this ____ day of March 2018,

B E T W E E N :

- 1) M/S. TRIDENTIA DEVELOPERS**, a registered Partnership Firm, under the Indian Partnership Act, 1932, formerly known as Prudential Developers, duly reconstituted vide Deed of Retirement cum Reconstitution dated 01.04.2013, duly endorsed by the Registrar of Firms Ilhas, in the register of Firms bearing serial No/year. 347/2004 dated 22.09.2014, read alongwith Deed of Addendum dated 17.09.2014 duly endorsed by the Registrar of Firms Ilhas, in the register of Firms bearing serial No/year. 347/2004 dated 22.09.2014 (Certified Copies whereof are submitted to the Sub-Registrar of Salcete, at the time of registration of this document), having its office at 1st Floor, Prudential Panache, Near Chinmaya Mission, Gogol, Margao – Goa, 403601, holding PAN: AAIFP1657J, represented herein by its Partner **MR. PARESH ATMARAM SINAI SAWARDEKAR**, son of Mr. Atmaram M. Sawardekar, 42 years of age, married, business, Indian National, resident of 21/F – 2, Kamat Kinara, Caranzalem Goa, holding PAN: ARWPS8605C and AADHAAR Card No. _____, hereinafter referred to as **the PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners of the said firm for the time being, their heirs, successors-in-title, legal representatives and assigns), of the **ON-E PART**;

AND

- 1) _____² son/daughter of _____, _____ years of age, married, business/service, having a Permanent Account Number (PAN) _____, Aadhaar Card No. _____ and/or PIO/OCI card bearing no. _____, Email ID: _____; Ph.: _____,, Indian National, residing at _____, hereinafter referred to as **the ALLOTTEE/S**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his, legal heirs, successors, legal representatives and assigns), of the **OTHER PART**.

WHEREAS:

1. The PROMOTERS are lawfully and independently authorized vide Agreement For Sale dated 08.11.2016, executed with the original owners mentioned therein and duly registered before the Sub-Registrar of Salcete, under Registration No. MGO-BK1-05196-2016, CD NO. MGOD97, BOOK NO. 1, dated 08.11.2016, to purchase and develop all those five immovable properties, bearing Survey No. **191** and Sub-Division No. **1-A1, 1-A12, 1-A17, 1-A28 and 1-A33** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a cumulative total area of **3061** square meters described in detail in **SCHEDULE - I** hereafter written, which is a part and parcel of the larger property, hereinafter referred to as the SAID LARGER PROPERTY also described in **SCHEDULE - I** hereinafter written, and collectively the said five immovable properties that are being jointly developed, shall hereinafter be referred to as the **SAID PROJECT LAND**.
2. The Village Panchayat of Raia, Salcete, Goa, has already issued the construction license for development to be carried out in the SAID PROJECT LAND, vide License bearing No. VP R/2017-18/11 dated 18.05.2017 and accordingly PROMOTERS are now constructing a housing scheme comprising of villas, on the SAID PROJECT LAND, which housing

scheme shall be presently known as and hereinafter be referred to as "**GALERIA RESIDENCES**".

3. The PROMOTERS have acquired rights to construct on the PROJECT LAND by virtue of powers vested by the original owners.
4. The PROMOTERS are entitled and authorized to construct on the PROJECT LAND, in accordance with the recitals hereinabove.
5. The PROMOTERS are in possession of the PROJECT LAND in which the PROMOTERS are constructing the said GALERIA RESIDENCES.
6. The PROMOTERS shall sell the villas located in the said GALERIA RESIDENCES on ownership basis as an immovable property, i.e. involving conveyance of such Villas in the said GALERIA RESIDENCES and/or the PROJECT LAND or undivided shares therein by way of execution and registration of requisite Deed/s of Conveyance in the manner set out hereinafter.
7. The ALLOTTEE/S has/have approached the PROMOTERS with a desire to purchase a Villa bearing number _____ in the said GALERIA RESIDENCES (herein after referred to as the "**SAID VILLA**") having a carpet area of _____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID VILLA of _____ sq. mtrs., and having a carpet area of Terrace exclusively attached to the SAID VILLA of _____ square meters, all three areas worked out as defined under Clause (K) of section 2 of the said Act. The Super Built up Area of the SAID VILLA is _____ sq.mtrs. (including incidence of walls and all common areas such as staircase/s, lift/s, passage/s, etc.), corresponding Built up Area being _____ sq.mtrs. (including the incidence of walls). The SAID VILLA is described in detail in **SCHEDULE - II** and the definitions are described in **SCHEDULE - V** hereafter written and the specifications in accordance to which the SAID VILLA is built/to be built are set out in **SCHEDULE - IV** hereafter written.

8. The PROMOTERS have appointed an Architect registered with the Council of Architects.
9. The PROMOTERS have appointed a structural Engineer for the preparation of the structural design and drawings of the SAID VILLAS and the PROMOTERS accept the professional supervision of the Architect and the structural Engineer till the completion of the Villa/ Villas. However, the PROMOTERS shall, in their discretion, have the right to remove and substitute the Structural Engineers and/or Architect until the said entire Project shall be completely developed.
10. By virtue of the PROMOTERS' rights to the PROJECT LAND, the PROMOTERS have sole and exclusive right to sell the Villas in the said GALERIA RESIDENCES constructed by the PROMOTERS on the PROJECT LAND and to enter into Agreement/s with the allottees of such villas and to receive the sale consideration in respect thereof.
11. On demand from the ALLOTTEE/S, the PROMOTERS have given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the PROJECT LAND and the plans, designs and specifications prepared by the PROMOTERS' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "**SAID ACT**") and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the "**SAID RULES**") and Regulations made thereunder and the ALLOTTEE/S have/has acknowledged the receipt of the same.
12. The PROMOTERS have furnished authenticated copies of Certificate of Title issued by the advocate of the PROMOTERS, or any other relevant revenue record showing the nature of the title of the PROMOTERS to the PROJECT LAND on which GALERIA RESIDENCES is constructed, which title

is to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S acknowledges receipt of the said documents.

13. The PROMOTERS have furnished to the ALLOTTEE/S the authenticated copies of the plans of the Layout as proposed by the PROMOTERS and as approved by the competent authorities and according to which the construction of the Villas is proposed to be provided for the said GALERIA RESIDENCES have been handed over to the ALLOTTEE/S. The same is hereby to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S has/have confirmed and acknowledged the same.
14. While sanctioning the said plans, concerned competent authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the PROJECT LAND and the said GALERIA RESIDENCES and upon due observance and performance of which the completion or occupancy certificate in respect of the said GALERIA RESIDENCES shall be granted by the concerned competent authority.
15. The PROMOTERS have accordingly commenced the construction of the said GALERIA RESIDENCES in accordance with the said approved plans.
16. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
17. The ALLOTTEE/S has/have full knowledge of the terms and conditions contained hereinabove and, in the document recited herein. The PROMOTERS have made full disclosure to the ALLOTTEE/S as per law.
18. The ALLOTTEE/S having fully understood, prior to the execution of these presents, all the disclosures made by the PROMOTERS, hereby agree/s to purchase the SAID VILLA and the proportionate rights in the common

general areas for a consideration of Rs. _____/- (Rupees _____ only) (which consideration includes the cost of proportionate undivided share in the PROJECT LAND) and agree/s to pay the same in accordance with the mode of payment set out in **SCHEDULE - III** hereafter written and subject to the further terms and conditions hereafter appearing.

19. Prior to the execution of these presents the ALLOTTEE/S has/have carried out independent due diligence and has/have satisfied himself/herself/themselves fully as to the marketability of the title of the PROMOTERS to the PROJECT LAND (more particularly described in the **SCHEDULE - I** hereunder written) and has/have fully satisfied himself/herself/themselves as to the authority of the PROMOTERS to develop and sell the SAID VILLA and has/have paid to the PROMOTERS a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the SAID VILLA agreed to be sold by the PROMOTERS to the ALLOTTEE/S as advance payment (the payment and receipt whereof the PROMOTERS hereby admit and acknowledge) and the ALLOTTEE/S has/have agreed to pay to the PROMOTERS the balance of the sale consideration in the manner stipulated in **SCHEDULE – III** hereinafter appearing.
20. The PROMOTERS have registered the Project GALERIA RESIDENCES under the provisions of the Act with the Goa Real Estate Regulatory Authority under certificate no _____; authenticated copy is attached in **Annexure A**.
21. Under section 13 of the SAID ACT the PROMOTERS are required to execute a written Agreement for sale of SAID VILLA with the ALLOTTEE/S, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
22. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agree to sell and the ALLOTTEE/S hereby agree/s to

purchase the SAID VILLA along with the covered Porch, subject to the terms and conditions set out hereinafter.

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

I. THE VILLA, AREA, CONSIDERATION AND PAYMENT TERMS :

1. The PROMOTERS shall construct the said project **GALERIA RESIDENCES**, consisting of Villas on the PROJECT LAND in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTERS shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the SAID VILLA of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law and/or as set out in this agreement.

2. The ALLOTTEE/S hereby agrees to purchase from the PROMOTERS and the PROMOTERS hereby agree to sell to the ALLOTTEE/S, the SAID VILLA viz. VILLA No. ____ in the said GALERIA RESIDENCES having a carpet area of ____ square meters, the carpet area of balcony/ies exclusively attached to the SAID VILLA of _____ sq. mtrs., and having a carpet area of Terrace exclusively attached to the SAID VILLA of _____ square meters, all three areas worked out as defined under Clause (K) of section 2 of the said Act, the corresponding Super Built up area of the SAID VILLA being ____ sq.mtrs. (including incidence of walls and Porch area) and the corresponding Built up Area being ____ sq. mtrs. (including the incidence of walls) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/- (Rupees _____ Only), which includes, inter alia, the proportionate incidence of 1 car parking lot, common areas and facilities appurtenant to

the villas, the nature, extent and description of the common areas and facilities which are more particularly described in **ANNEXURE B** to this agreement.

3. The SAID VILLA shall be sold as an immovable property by way of execution and registration of the requisite Deed of Conveyance, in the manner stipulated hereinafter.

II. EXCLUSIONS, MODE OF PAYMENT AND DEFAULT IN PAYMENT:

4. The consideration stipulated in Clause 2 above shall be paid, subject to Clause Nos. 5 to 9 herebelow, as per the mode of payment as set out in **SCHEDULE - III** hereafter written.
5. The above consideration is exclusive of sums paid or payable by the PROMOTERS by way taxes, duties, cess, levies, charges, etc. which may be levied, in connection with the construction of and carrying out the said GALERIA RESIDENCES or the SAID VILLA payable by the PROMOTERS up to the date of handing over the possession of the SAID VILLA and such sums shall be separately paid/ reimbursed by the ALLOTTEE/S to the PROMOTERS in the manner set out in this agreement.
6. Infrastructure Tax or any development/betterment charges or deposits if demanded by or to be paid to the Municipal Council or any other competent Authority shall be payable by all the villas owners of the said GALERIA RESIDENCES, in such proportion as may be determined by the PROMOTERS. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE/S, the ALLOTTEE/S shall, within the time limit stated in such intimation, pay the same to the PROMOTERS.
7. Any levy, duty, cess, or tax of any nature, including but not limited to GST, (Goods and Services Tax), VAT (Value Added Tax), etc., if levied or becomes payable by the PROMOTERS or on the project GALERIA RESIDENCES or on individual villas in GALERIA RESIDENCES including the SAID VILLA, shall be borne by the ALLOTTEE/S and accordingly, the

amount of consideration mentioned in Clause 2 above, shall stand increased to that extent. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE/S, the ALLOTTEE/S shall, within the time limit stated in such intimation, pay the same to the PROMOTERS, notwithstanding the fact that the SAID VILLA, at that point of time, may have already been transferred unto the ALLOTTEE/S or its possession handed over to the ALLOTTEE/S.

8. Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID VILLA shall be borne by the ALLOTTEE/S, from the date of Occupancy Certificate, irrespective of whether the ALLOTTEE/S has/have taken the possession of the SAID VILLA or not.
9. The above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/ taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The PROMOTERS undertake and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.
10. The PROMOTERS may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE/S on such terms and conditions as the parties mutually agree. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE/S by the PROMOTERS.
11. The ALLOTTEE/S agrees to pay to the PROMOTERS, interest as specified in the SAID RULES, on all the delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTERS under the terms of this

Agreement from the date the said amount is payable by the ALLOTTEE/S to the PROMOTERS.

12. Without prejudice to the right of PROMOTERS to charge interest in terms of Clause 11 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of installments, the PROMOTERS shall at their own option, may terminate this Agreement: Provided that, PROMOTERS shall give notice of fifteen days in writing to the ALLOTTEE/S, by Registered Post AD at the address provided by the ALLOTTEE/S and/or e-mail at the e-mail address provided by the ALLOTTEE/S, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to pay the defaulted amount or to rectify the breach or breaches mentioned by the PROMOTERS within the period of notice then at the end of such notice period, PROMOTERS shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS shall refund to the ALLOTTEE/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTERS) within a period of sixty days of the termination, the installments of sale consideration of the SAID VILLA which may till then have been paid by the ALLOTTEE/S to the PROMOTERS and the PROMOTERS shall not be liable to pay to the ALLOTTEE/S any interest on the amount so refunded.
13. If the ALLOTTEE/S commit/s default in observing and performing any of the terms and conditions of this Agreement, the PROMOTERS shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 30 (thirty) days. The termination shall become effective from the date of completion of the Notice period of 30 (thirty) days. Upon such termination, the PROMOTERS

shall refund to the ALLOTTEE/S the amounts, if any, which may have till then been paid by the ALLOTTEE/S to the PROMOTERS, but without any further amount by way of interest or otherwise.

14. On the PROMOTERS terminating this Agreement under the above mentioned Clause, the PROMOTERS shall be at liberty to allot and dispose off the SAID VILLA to any other person as the PROMOTERS may deem fit, for such consideration as the PROMOTERS may determine and the ALLOTTEE/S shall not be entitled to question this act of the PROMOTERS or to claim any amount from the PROMOTERS.
15. Without prejudice to PROMOTERS' other rights under this Agreement and/or in law, the ALLOTTEE/S shall be liable to pay to the PROMOTERS, interest at such rate as is provided in the SAID ACT or the SAID RULES on all amounts due and payable by the ALLOTTEE/S under this Agreement, if any such amount remains unpaid for thirty days or more after becoming due and shall also be liable to pay to the PROMOTERS all costs and damages arising on account of such delay.
16. The PROMOTERS shall have a first lien and charge on the SAID VILLA, agreed to be sold to the ALLOTTEE/S, in respect of any amount payable by the ALLOTTEE/S to the PROMOTERS under the terms and conditions of this Agreement.
17. The ALLOTTEE/S authorizes the PROMOTERS to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the PROMOTERS may in its sole discretion deem fit and the ALLOTTEE/S undertakes not to object/ demand/ direct the PROMOTERS to adjust these payments in any manner.

III. AREA OF THE VILLA AND VARIATIONS IN PLANS
SPECIFICATIONS OF GALERIA RESIDENCES /SAID VILLA:

18. The PROMOTERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/S after the construction of the Villa is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS shall refund the excess money paid by ALLOTTEE/S within forty-five days with annual interest at the rate specified in the SAID RULES, from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the PROMOTERS shall demand additional amount from the ALLOTTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as worked out on the basis of area and price stipulated in Clause 2 of this Agreement.
19. The PROMOTERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID VILLA to the ALLOTTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID VILLA.
20. It is hereby agreed that the PROMOTERS shall, subject to the provisions of the Act, be entitled and are hereby permitted to as under and the ALLOTTEE/S hereby give/s his/her/their express consent to the same which consent shall be considered as consent in writing of the ALLOTTEE/S, required by law:
 - a) To make such variations and alterations in the Villa plans or in the layout/elevation of the Villa including relocating the open spaces/all structures/ garden spaces and/or varying the location of the access to the

Villa as also identifying and or varying the location of such facilities, if and to the extent provided, like garbage/composting station or generator or such other facility, as the exigencies of the situation and the circumstances of the case may require.

b) To amalgamate the PROJECT LAND with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to or from the PROJECT LAND, if any. If and when construction comes up in such properties, adjoining the PROJECT LAND, the same shall, at the discretion of the PROMOTERS, either form part of GALERIA RESIDENCES or shall be a distinct project not connected with GALERIA RESIDENCES.

c) To unilaterally revise the plans and/or specifications relating to (i) the exterior of Villas in GALERIA RESIDENCES (ii) all common structures/ areas/ amenities in and around GALERIA RESIDENCES, including adding/ modifying/ deleting/ relocating any such structures/ areas/ amenities.

21. All plans for the said GALERIA RESIDENCES 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 PROJECT LAND and areas mentioned therein, and the PROMOTERS 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.
22. In the event, on account of change in plans or for any other reasons, the built-up area of the SAID VILLA is increased, the ALLOTTEE/S shall be liable to pay to the PROMOTERS for the extra area, at such rate as may be calculated by the PROMOTERS. Similarly, if the built-up area of the SAID VILLA is decreased, the PROMOTERS shall be liable to refund to the ALLOTTEE/S the amount corresponding to the differential area at such rate as may be calculated by the PROMOTERS.
23. The SAID VILLA shall be constructed in accordance with the specifications contained in **SCHEDULE - IV** hereafter written, it being agreed and understood that the PROMOTERS shall have the right to alter the

specifications if and when such alteration becomes necessary. The fixtures and fittings with regards to the flooring and sanitary fittings to be provided by the PROMOTERS in the SAID VILLA as are set out in **ANNEXURE C**.

24. The PROMOTERS hereby declare that the Floor Area Ratio available as on date in respect of the PROJECT LAND is 1836.60 square meters only. The PROMOTERS have disclosed the Floor Area Ration (FAR) of 1790.66 square meters as proposed to be utilized by them on the PROJECT LAND for the said GALERIA RESIDENCES and ALLOTTEE/S has/have agreed to purchase the SAID VILLA based on the proposed construction and sale of the SAID VILLA to be carried out by the PROMOTERS by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS only.

IV. DELIVERY, USE AND MAINTENANCE OF THE SAID VILLA:

25. Time is essence for the PROMOTERS as well as the ALLOTTEE/S. The PROMOTERS shall abide by the time schedule for completing the project and handing over the SAID VILLA to the ALLOTTEE/S and the common areas to the co-operative society, association or such other entity of the ALLOTTEE/S, hereinafter referred to as the "**ENTITY**", after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the PROMOTERS as per the agreement. Similarly, the ALLOTTEE/S shall make timely payments of the installment as per the mode of payment set out in **SCHEDULE - III** hereafter written and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTERS.

26. The PROMOTERS shall give possession of the SAID VILLA to the ALLOTTEE/S on or before 30th day of June 2025, subject to an extension of further 6 months. If the PROMOTERS fails or neglects to give possession of the SAID VILLA to the ALLOTTEE/S on account of reasons beyond their control and of their agents by the aforesaid date then the PROMOTERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by them in respect of the SAID VILLA with interest at the same rate as mentioned in Clause 11 of this agreement from the date the PROMOTERS received the sum till the date the amounts and interest thereon is repaid. Provided that the PROMOTERS shall be entitled to reasonable extension of time for giving delivery of SAID VILLA on the aforesaid date, if the completion of the SAID VILLA is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court; (iii) or such other circumstances beyond the control of the PROMOTERS.
27. The PROMOTERS, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement, shall offer in writing the possession of the SAID VILLA, to the ALLOTTEE/S in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTERS shall give possession of the SAID VILLA to the ALLOTTEE/S. The PROMOTERS agree and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the PROMOTERS.
28. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the PROMOTERS or association of ALLOTTEE/S, as the case may be. The PROMOTERS on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.

29. The ALLOTTEE/S shall take possession of the SAID VILLA within 15 days of the written notice from the PROMOTERS to the ALLOTTEE/S intimating that the SAID VILLA is ready for use and occupancy.
30. In the event, despite receiving a written intimation from the PROMOTERS as per Clause 27 of this agreement and after paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, the ALLOTTEE/S fails to take possession within the time provided in Clause 28 above, such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the SAID PROJECT and the Villas thereon.
31. From the date of the Occupancy Certificate for the respective villas, the responsibility/ liability for maintenance of the villas (including the SAID VILLA) in GALERIA RESIDENCES shall be of the respective allottee and the responsibility/ liability with respect to the common amenities of GALERIA RESIDENCES and looking after the upkeep thereof shall be the solely that of the respective allottee.
32. The PROMOTERS, upon giving the intimation as stated above, shall be deemed to have completed the SAID VILLA in accordance of this agreement and shall not be responsible in any manner whatsoever, if the ALLOTTEE/S delay/s the taking delivery of the SAID VILLA.
33. The PROMOTERS shall not incur any liability if they are unable to deliver the SAID VILLA by the date stipulated in Clause 26 hereabove, if the completion of the GALERIA RESIDENCES is delayed by reason of non-availability of material/s or water supply or electric power/ drainage/ sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any court/forum and/or any other public or competent Authority or for any other reason beyond the control of the

PROMOTERS and in any of the aforesaid events, the PROMOTERS shall be entitled to reasonable additional extension of time for delivery of the SAID VILLA.

34. If for reasons other than the ones stipulated hereinabove, the PROMOTERS are unable to or fail to give delivery of the SAID VILLA to the ALLOTTEE/S within the date specified in Clause 26 hereabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the ALLOTTEE/S shall give notice to the PROMOTERS terminating this Agreement, in which event, the PROMOTERS shall, within 30 days from the receipt of such notice, refund to the ALLOTTEE/S the amounts, if any, that may have been received by the PROMOTERS from the ALLOTTEE/S in respect of the SAID VILLA without interest.
35. The PROMOTERS shall pay to the ALLOTTEE/S a sum of Rs.500/- (Rupees five hundred only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the SAID VILLA or arising out of this Agreement and the PROMOTERS shall be at liberty to allot, sell and dispose off the SAID VILLA to any other person for such consideration and upon such terms and conditions as the PROMOTERS may deem fit.
36. If the PROMOTERS fail to abide by the time schedule for completing the project and handing over the SAID VILLA to the ALLOTTEE/S, the PROMOTERS agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession.
37. The ALLOTTEE/S shall use the SAID VILLA only for the purpose of residence. The ALLOTTEE/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 villas owners in the said GALERIA RESIDENCES.

38. The ALLOTTEE/S shall, from the date of possession, maintain the SAID VILLA, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID VILLA, and/or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council 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 bye-laws.

V. DEFECTS:

39. If within a period of five years from the date of handing over the SAID VILLA to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the PROMOTERS any structural defect in the SAID VILLA or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTERS at their own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the PROMOTERS, compensation for such defect in the manner as provided under the Act. In case the ALLOTTEE/S carry out any work within the SAID VILLA after taking the possession, resulting in cracks and dampness or any other defect within or to the adjoining villa, then in such an event the PROMOTERS shall not be liable to rectify or pay compensation. But the PROMOTERS may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be and shall not be considered as defective work. Subject to the above, the ALLOTTEE/S, upon taking delivery of the SAID VILLA, shall have no claim against the PROMOTERS in respect of any item of work in the SAID VILLA which may be alleged not to have been carried out or completed.

VI. FORMATION OF ENTITY:

40. The PROMOTERS shall assist the ALLOTTEE/S and the other allottees in forming the ENTITY for owning and/or maintaining the PROJECT LAND and/or GALERIA RESIDENCES, which is herein referred to as the "ENTITY".

41. The ALLOTTEE/S along with other allottees in the said GALERIA RESIDENCES shall join in forming and registering and in obtaining the membership of the ENTITY to be known by such name as the PROMOTERS may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the ENTITY and for becoming a member, including the Byelaws/Memorandum and Articles or such other document of the proposed ENTITY and duly fill in, sign and return to the PROMOTERS within seven days of the same being forwarded by the PROMOTERS to the ALLOTTEE/S, so as to enable the PROMOTERS to register the common organization of ALLOTTEE/S. No objection shall be taken by the ALLOTTEE/S if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

42. It shall be entirely at the discretion of the PROMOTERS to decide whether such ENTITY should be a Co-operative Society, a Limited Company, an Association of Persons or any other entity.

43. The ALLOTTEE/S and the persons to whom the SAID VILLA is let, sub-let, transferred, assigned or given 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 from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

44. The ALLOTTEE/S shall pay to the PROMOTERS such sum, presently worked out at Rs. 2500/- and subject to revision, as may be called for towards membership of the ENTITY, cost incurred towards formation of the ENTITY and towards allotment of shares in the ENTITY. Such sum shall be paid simultaneously on the date on which the amount payable upon handing over of the SAID VILLA falls due.
45. The ALLOTTEE/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 PROMOTERS and of the other Villas Holders in GALERIA RESIDENCES.
46. The PROMOTERS shall be in absolute control of those villas in GALERIA RESIDENCES, which remain/s unsold. Should the PROMOTERS decide to retain any portion in GALERIA RESIDENCES they shall join the ENTITY along with the other Villas Holders.
47. All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary Deed/ Deeds of Conveyance shall be prepared by the PROMOTERS or by the Advocate of the PROMOTERS.
48. All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the ALLOTTEE/S and the other villas holders in such proportion as may be decided by the PROMOTERS and/or the ENTITY.

VII. UPKEEP COMMON AMENITIES AND EXPENDITURE RELATING THERETO:

49. Within 15 days after notice in writing is given by the PROMOTERS to the ALLOTTEE/S that the SAID VILLA is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID VILLA) of outgoings in respect of the PROJECT LAND and the said GALERIA RESIDENCES namely local

taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the PROJECT LAND and the said GALERIA RESIDENCES. Until the ENTITY is formed and the maintenance of the SAID VILLA is transferred to it, the ALLOTTEE/S shall pay to the PROMOTERS such proportionate share of outgoings as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S share is so determined the ALLOTTEE/S shall pay to the PROMOTERS provisional monthly contribution of Rs. 20/- per sq. mts. per month towards the outgoings. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEE/S. The ALLOTTEE/S undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEE/S shall be regarded as the default on the part of the ALLOTTEE/S and shall entitle the PROMOTERS to charge interest on the dues, in accordance with the terms and conditions contained herein.

50. It is clearly agreed and understood that the responsibility/ liability with respect to the common amenities of GALERIA RESIDENCES is exclusively that of the Allottees of various villas in GALERIA RESIDENCES and/or of the ENTITY (including the ALLOTTEE/S herein).
51. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE/S has/have requested the PROMOTERS to act on his/her/their behalf for the purpose of meeting the following expenditure concerning common amenities:
 - a) Common water charges & Common electricity charges;

- b) Garbage collection/disposal;
 - c) Maintenance of Generator Set for common areas, if any;
 - d) Remuneration of attendants and watchmen;
 - e) Consumables for upkeep.
 - f) Repairs, if any, of the amenities mentioned above and/or provided in the project.
 - g) Such other amount as may be decided by the PROMOTERS at their sole discretion.
52. The period of interim arrangement referred to above, shall be for a maximum period of 12 (twelve) months from the date the occupancy certificates for all the Villas of GALERIA RESIDENCES are obtained, unless extended at the sole discretion of the PROMOTERS.
53. It is clearly agreed and understood by the ALLOTTEE/S that the PROMOTERS' responsibility during the above period shall be of payment towards the above expenses only and the PROMOTERS shall not be responsible for any accidents or thefts occurring within the precincts of GALERIA RESIDENCES.
54. It is further agreed and understood that the PROMOTERS shall, at their sole discretion decide to cease to act on behalf of the ALLOTTEE/S and discontinue to effect payment towards the items mentioned in Clause 51, from such date as the PROMOTERS may deem fit, after giving prior intimation of 30 days.

VIII. AMOUNT TO BE PASSED ON TO THE ENTITY TOWARDS (i) DEPOSIT /SOCIETY FUND AND (ii) MEMBERSHIP FEES:

55. In connection to Clause 49, the ALLOTTEE/S has/have requested the PROMOTERS to take a sum of Rs. _____/- (Rupees _____ only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards upkeep of common amenities, in the manner stated hereinafter, calculated @ Rs. 2500/- per sq. mtrs of Super Built up area.

56. The amount so received by the PROMOTERS, shall be passed on to the ENTITY after its formation and after deducting all expenses including the expenses incurred to upkeep the project viz. GALERIA RESIDENCES.
57. The deposit amount so held by the PROMOTERS, shall be paid by the PROMOTERS to the ENTITY within 3 months from the date such ENTITY is formed, after deducting expenses, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses stipulated in this agreement, to the extent applicable. If, during this period, the ENTITY is not formed, or the amount is not taken over by the ENTITY despite having been formed, the PROMOTERS shall open a Fixed Deposit Account in any local branch of State Bank of India or any other nationalized bank. The amount so held in Fixed Deposit along with accrued interest, shall be paid to the ENTITY, within 3 months from the date such ENTITY is formed, after deducting expenses, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses referred to hereabove. Till the time the amounts so collected are held by the PROMOTERS without putting the same in a Fixed Deposit as stated in hereabove, a notional interest, calculated at such rates as will be prevailing from time to time for Fixed Deposits of 1 year term of State Bank of India shall get accrued on such amounts and the PROMOTERS reserve the right to utilise this notional interest towards expenditure concerning common amenities as mentioned as mentioned herein, which the PROMOTERS shall meet at the request of and on behalf of the allottees (including the ALLOTTEE/S herein) of the villas in GALERIA RESIDENCES.

IX. USE OF CERTAIN FACILITIES:

58. The ALLOTTEE/S shall be entitled to use the recreational facilities, if and to the extent provided by the PROMOTERS and such use shall be at the

sole responsibility and risk of the ALLOTTEE/S or their family members and they shall abide by the rules and regulations framed by the PROMOTERS or the ENTITY for this purpose.

X. TRANSFER:

59. Upon completion of the GALERIA RESIDENCES, the PROMOTERS shall convey/get conveyed the PROJECT LAND or portion thereof and/or GALERIA RESIDENCES in the name of the ENTITY. In the event the PROMOTERS are constructing any Villa scheme/s or building scheme/s in the vicinity of the PROJECT LAND, the PROMOTERS shall have the discretion to convey/get conveyed the PROJECT LAND and/or GALERIA RESIDENCES in the name of the ENTITY only after completion of the such scheme/s to be constructed in the vicinity of the PROJECT LAND. PROVIDED however the PROMOTERS shall have the further discretion to convey/get conveyed the PROJECT LAND and/or GALERIA RESIDENCES in the name of the ENTITY before the completion of the Scheme.
60. 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 convey unto the ALLOTTEE/S the SAID VILLA and/or the undivided share of the PROJECT LAND or the portion thereof on which GALERIA RESIDENCES is constructed, proportionate to the built up area of the SAID VILLA unto the ALLOTTEE/S, in such manner, as may be determined by the PROMOTERS.

XI. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

61. The PROMOTERS hereby represents and warrants to the ALLOTTEE/S as follows:—
- (a) The PROMOTERS vide Agreement For Sale dated 08.11.2016, executed with the original owners mentioned therein and duly registered before the Sub Registrar of Salcete, under Registration No. MGO-BK1-05196-2016, CD NO. MGOD97, BOOK NO. 1, dated 08.11.2016, have clear and marketable title with respect to the PROJECT LAND as declared

in the title report annexed to this agreement and has the requisite rights to carry out development upon the PROJECT LAND and also has actual, physical and legal possession of the PROJECT LAND for the implementation of the Project;

(b) The PROMOTERS have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(c) There are no encumbrances upon the PROJECT LAND or the Project except those disclosed in the Title report;

(d) There are no litigations pending before any Court of law with respect to the PROJECT LAND or the said GALERIA RESIDENCES.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, PROJECT LAND and the said villa/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, PROJECT LAND and said villa/s shall be obtained by following due process of law and the PROMOTERS have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, PROJECT LAND, villas and common areas;

(f) The PROMOTERS have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected;

(g) The PROMOTERS have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the PROJECT LAND, including the Project and the SAID VILLA which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement;

(h) The PROMOTERS confirm that the PROMOTERS are not restricted in any manner whatsoever from selling the SAID VILLA to the ALLOTTEE/S in the manner contemplated in this Agreement;

(i) At the time of execution of the Deed of Conveyance to the ENTITY, the PROMOTERS shall handover lawful, vacant, peaceful, physical possession of the common areas to the ENTITY;

(j) The PROMOTERS have duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(k) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the PROJECT LAND) has been received or served upon the PROMOTERS in respect of the PROJECT LAND and/or the Project except those if disclosed in the title report.

XII. ALLOTTEE'S/ALLOTTEES' COVENANTS:

62. The ALLOTTEE/S or himself/herself/themselves with intention to bring all persons into whosoever hands the SAID VILLA may come, hereby covenants with the PROMOTERS as follows:–

(i) To maintain the SAID VILLA at the ALLOTTEE/S' own cost in good and tenantable repair and condition from the date the possession of the SAID VILLA is taken and shall not do or suffer to be done anything in or to the SAID VILLA which may be against the rules, regulations or byelaws or change/alter or make addition in or to the SAID VILLA without the consent of the local authorities, if required.

(ii) Not to store in the SAID VILLA any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID VILLA or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages in the SAID VILLA and in case any damage is caused to the adjoining villa on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of the breach.

(iii) To carry out at his/her/their own cost all internal repairs to the SAID VILLA and maintain the SAID VILLA in the same condition, state and order in which it was delivered by the PROMOTERS to the ALLOTTEE/S and shall not do or suffer to be done anything to the SAID VILLA which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the SAID VILLA or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID VILLA or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID VILLA and shall keep the portion, sewers, drains and pipes in the SAID VILLA and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the project in which the SAID VILLA is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID VILLA without the prior written permission of the PROMOTERS and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the PROJECT LAND and/or the SAID VILLA or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID VILLA in the compound or any portion of the PROJECT LAND in which the SAID VILLA is situated.

(vii) Pay to the PROMOTERS within stipulated time limit of demand by the PROMOTERS, all the amounts stipulated in this agreement or the amounts which will or may become payable by the ALLOTTEE/S, including his/her/their share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service in connection to the SAID VILLA.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID VILLA by the ALLOTTEE/S for any purposes other than for purpose for which it is sold.

63. (i) The ALLOTTEE/S shall not let, sub-let, sell, transfer, assign or part with his/her/their interest under or benefit of this agreement or part with delivery of the SAID VILLA until all the dues payable by him/her/them to the PROMOTERS under this agreement are fully paid up and that too only if the ALLOTTEE/S has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain/s the previous consent in writing of the PROMOTERS.

(ii) The ALLOTTEE/S shall observe and perform all the rules and regulations which the ENTITY may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of GALERIA RESIDENCES including the SAID VILLA therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the ENTITY regarding the occupancy and use of the SAID VILLA and shall pay and contribute regularly and punctually

towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

XIII. GENERAL

64. The ALLOTTEE/S confirm/s having taken inspection, to his/her/their full satisfaction, of the requisite documents of title to the PROJECT LAND and of the plans/ approvals/ license relating to the SAID VILLA and GALERIA RESIDENCES.
65. Provided it does not in any way affect or prejudice the right of the ALLOTTEE/S in respect of the SAID VILLA, the PROMOTERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the PROJECT LAND and/or in the GALERIA RESIDENCES.
66. The ALLOTTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTERS may require from him/her/them from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTERS and the ALLOTTEE/S.
67. If at any time prior to the execution of the Deed of Conveyance and handing over the respective villas to the ALLOTTEE/S as stipulated in this Agreement, the Floor Area Ratio presently applicable to the PROJECT LAND is increased, such increase shall enure exclusively for the benefit of the PROMOTERS alone without any rebate to the ALLOTTEE/S.
68. The PROMOTERS shall maintain a separate account in respect of sums received by the PROMOTERS from the ALLOTTEE/S as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

69. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID VILLA or of the said Plot or any part thereof. The ALLOTTEE/S shall have no claim save and except in respect of the SAID VILLA along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTERS until sold/allotted.
70. After the PROMOTERS executes this Agreement they shall not mortgage or create a charge on the SAID VILLA and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S who has/have taken or agreed to take such SAID VILLA.
71. Forwarding this Agreement to the ALLOTTEE/S by the PROMOTERS does not create a binding obligation on the part of the PROMOTERS or the ALLOTTEE/S until, firstly, the ALLOTTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTERS. If the ALLOTTEE/S fails to execute and deliver to the PROMOTERS this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS, then the PROMOTERS shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.

72. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID VILLA, as the case may be. This Agreement may only be amended through written consent of the Parties.
73. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the SAID VILLA, in case of a transfer, as the said obligations go along with the SAID VILLA for all intents and purposes.
74. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
75. Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment, in common with other Allottees in the Project, the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEE/S.

76. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
77. The execution of this Agreement shall be complete only upon its execution by the PROMOTERS at the PROMOTERS' Office, or at some other place, which may be mutually agreed between the PROMOTERS and the ALLOTTEE/S and after the Agreement is duly executed by the ALLOTTEE/S and the PROMOTERS or simultaneously with the execution, and upon the said Agreement being registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.
78. The ALLOTTEE/S and/or PROMOTERS shall present this Agreement as well as the Deed of Conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the PROMOTERS will attend such office and admit execution thereof.
79. That all notices to be served on the ALLOTTEE/S and the PROMOTERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the PROMOTERS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of the PROMOTERS: _____

(PROMOTERS Address)

Notified Email ID: _____

Name of the ALLOTTEE/S: _____

(ALLOTTEE/S' Address)

Notified Email ID: _____

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

80. That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTERS to the ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/S.
81. The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.
82. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
83. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

SCHEDULE - I
(DESCRIPTION OF THE PROJECT LAND)

1. All that landed property bearing S. No. **191** and Sub-Division No.**1-A1** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **598** square meters and bounded as under:

North: By Access/ Road forming a part of property bearing Survey No. 191/1 (part);

South: By property bearing Survey No. 191/1-A12;

East: By property bearing Survey No. 191/1-Z;

West: By Access/ Road forming a part of property bearing Survey No. 191/1 (part).

2. All that landed property bearing Survey No. **191** and Sub-Division No. **1-A12** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **663** square meters and bounded as under:

North: By property bearing S. No. 191/1-A1 and part of Survey No. 191/1-Z;

South: By property bearing Survey No. 191/1-A17;

East: By property bearing Survey No. 191/1-13;

West: By Access/ Road forming a part of property bearing Survey No. 191/1 (part).

3. All that landed property bearing Survey No. **191** and Sub-Division No. **1-A17** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **600** square meters and bounded as under:

North: By property bearing Survey No. 191/1-A12;

South: By property bearing Survey No. 191/1-A28;

East: By property bearing Survey No. 191/1-29;

West: By Access/ Road forming a part of property bearing Survey No. 191/1 (part).

4. All that landed property bearing Survey No. **191** and Sub-Division No. **1-A28** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **600** square meters and bounded as under:

North: By property bearing Survey No. 191/1-A17;

South: By property bearing Survey No. 191/1-A33;

East: By property bearing Survey No. 191/1-A29;

West: By Access/ Road forming a part of property bearing Survey No. 191/1 (part).

5. All that landed property bearing Survey No. **191** and Sub-Division No. **1-A33** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **600** square meters and bounded as under:

North: By property bearing S. No. 191/1-A28;

South: By property bearing S. No. 191/1-A45 and part of S. No. 191/1-A46;

East: By property bearing S. No. 191/1-A32;

West: By Access/ Road forming a part of property bearing S. No. 191/1 (part);

(the SAID LARGER PROPERTY)

All that original property surveyed under No. 191/1 of the Village of Raia, Taluka and Sub District of Salcete, District South Goa, State of Goa being a part of the Southern portion i.e. Portion to the south of Margao-Curtorim Road of the larger properties(i) property known as "Olly Zory" at Raia, bearing Description No. 45634 at pages 12 of Book B No. 119 new series and matriz nos. 2039 and 2042 and (ii) another property known as " Dacli Zory" or Bandalbaga" at Raia Description No. 28220 at pages 12 of Book

No. 72 new series and matriz nos. 2038 and 2043. The southern part of both the above referred properties are separated as a result of construction of the Margao-Curtorim Road and the same southern part forms the land also originally surveyed under No. 191, Sub Division No. 1 and bounded as under:

- North:** By property bearing Survey No. 191/1, 2, 3, 4 and 5 and Survey No. 180/1 of the Village of Raia beyond which lies Margao Curtorim Road;
- South:** By Margao City limits and Chalta No. 190 of the Village of Raia;
- East:** By Survey No. 180/1, 181, 1882/3 and 4, 190, 189/1 to 7, 188/1 and 187/1 of the Village of Raia;
- West:** By Survey No. 193 and 194 of the Village of Raia.

The part of the property under S. No. 192/3 along the northern boundary is the access road to the entire original property under S. No. 191 from the road leading from Margao to Curtorim.

SCHEDULE - II
(Description of the SAID VILLA)

All that Villa No. _____ (Ground plus One), having a carpet area of _____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID VILLA of _____ sq. mts., and having a carpet area of Terrace exclusively attached to the SAID VILLA of _____ square meters, all three areas worked out as defined under Clause (K) of section 2 of the said Act, in **GALERIA RESIDENCES**. The **SAID VILLA** is shown delineated in red boundary line in the plan annexed hereto.

SCHEDULE – III
MODE OF PAYMENT
(SUBJECT TO CLAUSE 5 to 9 ABOVE)

1	On booking	Rs.	
2		Rs.	
3		Rs.	
4		Rs.	
5		Rs.	
6		Rs.	
7		Rs.	
8		Rs.	
9		Rs.	
10		Rs.	
	Total.....	Rs.	

SCHEDULE – IV
(Specifications of the SAID VILLA)

The Structure:

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

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru/ Wall Putty.

Flooring:

The flooring will be of vitrified tiles or equivalent. The average cost of the tiles will be Rs. 500.00 per square metre. Toilet dado and toilet floor will have ceramic tiles or equivalent. The average landing cost of the tiles will be Rs.350/- per sq.mtr.

Doors & Windows:

Frames: All door frames will be of teakwood or equivalent.

Shutters: All shutters will be flush door shutters with teak veneer/laminate.

Windows: Window frames and sliding shutters will be of powder coated aluminum or Wooden or equivalent. The doors and windows will have steel or Aluminum hinges and Steel/Aluminum/Plastic fittings. The main door will have a night latch.

Kitchen:

The Kitchen will have a cooking platform of 60 cms width with granite top. Stainless steel sink with single bowl and drain board with 5 cms granite dado strip and 60 cms. dado of ceramic tiles or equivalent above the platform will be provided.

Internal Decor:

The walls and ceiling will be painted with acrylic emulsion paint.

External Decor:

External walls will be painted with water based acrylic paint. The PROMOTERS shall not be held liable for any variations in color schemes from those represented in advertisements/brochures/hoardings, etc., as the case may be.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. The sanitary installations will be in accordance with Municipal specifications. One shower with tap, one white glazed wash basin and one white glazed European W.C. units with flushing system of Kohler make or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point and one plug point. Two-way switches will be provided for light and fan point. Kitchen will have one light point and separate plug points for Refrigerator, Dish washer, Washing machine,

Microwave oven, Hob, Chimney and Water purifier. Toilets will have one light point and one geyser point each. The balconies will have a light point each. One T.V. point and Telephone point will be provided in the living room as well as all the bedrooms. One bell point will be provided.

General:

The ALLOTTEE/S shall obtain his/her/their electric connection from the electricity department. The requisite cost towards meter deposit/ service charges and pro-rata share of cost of transformer and cabling upto meter box of Rs. _____/- (Rs. 100,000/- for Independent Villa and Rs. 50,000/- for Twin Villa) shall be paid by the ALLOTTEE/S. This amount is subject to change. Any other cost incidental to electric connection shall be levied extra. The PROMOTERS shall only provide the ALLOTTEE/S with the required electrical test report to the effect that the work is executed as per Government regulations which is sufficient for obtaining electrical connection.

SCHEDULE NO.V
DEFINITIONS

Built up Area: Built up area, shall mean the total Poly Line area measured on the outer line of the unit including balconies and/or terraces with or without roof. Built up area shall also include mezzanine floors, if any and also detached habitable areas, if any, such as servant's room etc. allotted for exclusive ownership. The outer walls which are shared with another unit shall be computed at 50%. Remaining outer walls are computed at 100%.

Super Built up Area: The Super Built up Area, shall mean Built up area as defined above plus the proportionate share of the followings:

- i. A certain percentage of the double height areas or terraces if any,
- ii. Entrance Lobby, Corridors, Staircases, Lift shafts /Lift core at entry level, Lift lobby and other lobbies, landings etc, Lift machine rooms and any other common areas constructed not included above, provided they are not separately charged.

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

SIGNED AND DELIVERED by) **For TRIDENTIA DEVELOPERS,**
withinnamed the PROMOTERS)
at Margao in the presence of)
the Witnesses)

MR. PARESH SAWARDEKAR

PHOTOGRAPH OF MR. PARESH SAWARDEKAR

LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS

--	--	--	--	--

SIGNED AND DELIVERED by)
the withinnamed ALLOTTEE/S)
at Margao in the presence of)
the Witnesses)

PHOTOGRAPH OF
LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS

--	--	--	--	--

PHOTOGRAPH OF

LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS

--	--	--	--	--

Witnesses:-

1. _____

2. _____

RECEIPT

Received of and from the above named ALLOTTEE/S the sum of Rs. _____/- (Rupees _____ Only) on execution of this agreement towards Earnest Money Deposit or application fee I say received.

The PROMOTERS.

ANNEXURE C

Details of Fixtures, Fittings, Lift/s and Generator Set

(a) Fixtures and Fittings:

(i) Sanitary ware:-

Sanitary Ware will be of Kohler India Corp. Pvt. Ltd. or equivalent along with Basin and all Bath fittings of Kohler India Corp. Pvt. Ltd. or Equivalent. Concealed Cistern will be of Geberit Plumbing Technology India Pvt. Ltd or equivalent.

(ii) Electrical Switches etc.:-

Electrical switches and Distribution Boards will be of Legrand (India) Pvt. Ltd. or Equivalent.

(iii) Flooring Tiles:-

All Flooring Tiles and Dado Tiles will be of Somany Ceramics Ltd. or Equivalent.

(b) Lift:

Otis Elevator India Pvt. Ltd. or Equivalent.

(c) Generator Set:

Pai Kane Group Genset or Equivalent.

ANNEXURE B

Details of Common Area and Facilities:-

Common Areas and Facilities referred to in Clause 2 of this agreement comprise of the following:-

- (i) All open areas within the project land.
- (ii) Common Water and Common Electricity.
- (iii) Electrical rooms and areas of Substations/Transformers.
- (iv) Security rooms and CCTV Recorder rooms provided in the project.
- (v) Underground Sump and Overhead Tank.
- (vi) All other common amenities including common water pipeline, common electric fittings, CCTV Set Up, Generator Set, Tata Sky Set Up, Solar Heating System and such other items relating to common amenities.

SHARON ALBUQUERQUE**ADVOCATE HIGH COURT****Office: St. Peters Building, Opp. Old Mapusa Clinic, Mapusa-
Goa. 403507****Tel No: 2263288.****Date: 28.08.2017.****Title Report**

I am requested to issue a title report' by MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR, all residents of H. No. 590, "Shantashree, Behind St. Sebastian Church Aquem Alto, Margao, Goa, 403601, to the developers viz. **Tridentia Developers**, having office at Prudential Panache, 1st Floor, Gogol, Margao, Goa, with respect to the following plots of land:

- (i) Plot bearing S. No. 191 and Sub Div No. 1-A1 of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring 598 sq. mts., hereinafter referred to **the SAID PLOT NO. I**, more fully described in **SCHEDULE I(i)**, forming a part of the larger property described in **Schedule II** hereunder.
- (ii) Plot bearing S. No. 191 and Sub Div No. 1-A12 of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring 663 sq. mts., hereinafter referred to **the SAID PLOT NO. II**, more fully described in **SCHEDULE I(ii)** forming a part of the larger property described in **Schedule II** hereunder.
- (iii) Plot bearing S. No. 191 and Sub Div No. 1-A17 of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring 600 sq. mts., hereinafter referred to **the SAID PLOT NO. III**, more fully described in **SCHEDULE I(iii)** forming a part of the larger property described in **Schedule II** hereunder.
- (iv) Plot bearing S. No. 191 and Sub Div No. 1-A28 of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring 600 sq. mts., hereinafter referred to **the SAID PLOT NO. IV**, more fully described in **SCHEDULE I(iv)** forming a part of the larger property described in **Schedule II** hereunder.



- (v) Plot bearing S. No. 191 and Sub Div No. 1-A33 of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring 600 sq. mts., hereinafter referred to **the SAID PLOT NO. V**, more fully described in **SCHEDULE I(v)** forming a part of the larger property described in **Schedule II** hereunder.

SCHEDULE-I
(DESCRIPTION OF THE SAID PLOTS)
(the SAID PLOT No.I)

- i. All that landed property bearing S. No. **191** and Sub Div. No. **1-A1** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **598** square meters and bounded as under:

North: By Access/ Road forming a part of property bearing S. No. 191/1 (part);

South: By property bearing S. No. 191/1-A12;

East: By property bearing S. No. 191/1-Z;

West: By Access/ Road forming a part of property bearing S. No. 191/1 part).

(the SAID PLOT No. II)

- ii. All that landed property bearing Survey No. **191** and Sub Div. No. **1-A12** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **663** square meters and bounded as under:

North: By property bearing S. No. 191/1-A1 and part of S. No. 191/1-Z;

South: By property bearing S. No. 191/1-A17;

East: By property bearing S. No. 191/1-13;

Atty

West : By Access/ Road forming a part of property bearing S. No. 191/1 (part);

(the SAID PLOT No. III)

- iii. All that landed property bearing Survey No. **191** and Sub Div No. **1-A17** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **600** square meters and bounded as under:

North: By property bearing S. No. 191/1-A12;

South: By property bearing S. No. 191/1-A28;

East: By property bearing S. No. 191/1-29;

West: By Access/ Road forming a part of property bearing S. No. 191/1 (part).

(the SAID PLOT No. IV)

- iv. All that landed property bearing Survey No. **191** and Sub Division No. **1- A28** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of 600 square and bounded as under:

North: By property bearing S. No. 191/1-A17;

South: By property bearing S. No. 191/1-A33;

East: By property bearing S. No. 191/1-A29;

West: By Access/ Road forming a part of property bearing S. No. 191/1(part);

(the SAID PLOT No. V)

- v. All that landed property bearing Survey No. **191** and Sub Div. No. **1-A33** of the Village of Raia, Taluka and Sub-District of Salcete, District South Goa, State of Goa, admeasuring a total area of **600** square meters and bounded as under:

Albuquerque

- North:** By property bearing S. No. 191/1-A28;
- South:** By property bearing S. No. 191/1-A45 and part of S. No. 191/1-A46;
- East:** By property bearing S. No. 191/1-A32;
- West:** By Access/ Road forming a part of property bearing S. No. 191/1 (part);

SCHEDULE II

(DESCRIPTION OF THE SAID LARGER PROPERTY)

All that original property surveyed under No. 191/1 of the Village of Raia, Taluka and Sub District of Salcete, District North Goa, State of Goa being a part of the Southern portion i.e. Portion to the South of Margao-Curtorim Road of the larger properties (i) property known as "Olly Zory" at Raia, bearing Description No. 45634 at pages 12 of Book B No. 119 New Series and Matriz nos. 2039 and 2042 and (ii) another property known as "Dacli Zory" or Bandalbaga" at Raia Description No. 28220 at pages 12 of Book No. 72 New Series and Matriz nos. 2038 and 2043. The southern part of both the above referred properties are separated as a result of construction of the Margao-Curtorim Road and the same southern part forms the land also originally surveyed under No. 191, Sub-Division No. 1 and bounded as under:

North: By property bearing Survey No. 192/1, 2, 3, 4 and 5 and Survey No. 180/1 of the Village of Raia beyond which lies Margao Curtorim Road;

South: By Margao City limits and Survey No. 190 of the Village of Raia;

East: By Survey No. 180/1, 181, 182/3 and 4, 190, 189/1 to 7, 188/1 and 187/1 of the Village of Raia;

West: By Survey No. 193 and 194 of the Village of Raia.

The part of the property under S. No. 192/3 along the Northern boundary is the access road to the entire original property under S. No. 191 from the road leading from Margao to Curtorim.

The SAID PLOT NO. I, the SAID PLOT NO. II, the SAID PLOT NO. III, the SAID PLOT NO. IV, and the SAID PLOT NO. V are adjacent to each other and shall collectively hereinafter referred by me to as **the SAID PLOTS.**

Documents perused by me:

1. **Records and Proceedings linked to Special Civil Suit No. 250/97/II in the Hon'ble Court of the IInd Additional Civil Judge Senior Division at Margao, that is Special Execution Application No. 5/98/II in the Hon'ble Court of the IInd Additional Civil Judge Senior Division at Margao.**
2. **Judgement and Order dated 29.04.2005 confirming the partition carried in terms of section 61 of the Land Revenue Code before the Deputy Collector and Sub-Divisional Officer at Margao in Case No.LRC/PART/774/2004/III.**
3. **Inventory Proceedings filed in the Court of the Civil Judge Senior Division at Margao, which came to be registered under Special Inventory Proceedings No. 41/2016/A.**
4. **Form I and XIV of the SAID PLOT NO. I, the SAID PLOT NO. II, the SAID PLOT NO. III, the SAID PLOT NO. IV and the SAID PLOT NO.V.**
5. **THE SURVEY PLANS of the SAID PLOT NO. I, the SAID PLOT NO. II, the SAID PLOT NO. III, the SAID PLOT NO. IV and the SAID PLOT NO.V.**
6. **Register of Land Descriptions bearing No. 45634.**
7. **Register of Land Descriptions bearing No.28220.**
8. **Matriz Certificate bearing Nos. 2039 and 2042.**



9. Matriz Certificate bearing Nos. 2038 and 2043.
10. Agreement For Sale dated 08.11.2016 duly registered before the Sub-Registrar of Salcete under Book-1 Document, Registration No. MGO-BK1-05196-2016, CD Number MGOD97 on 08.11.2016 entered between the said Tridentia Developers and the owners of the SAID PLOTS viz. MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR.
11. Technical Clearance Order dated 13.02.2017, issued by the Office of the Senior Town Planner, Town and Country Planning Department, Margao
12. Construction License bearing No. VPR/2017-2018/11 dated 18.05.2017.

Flow of title:

The SAID PLOTS are carved out from the erstwhile bigger property surveyed under No. 191/1 of the Village of Raia, being a part of the Southern portion i.e. Portion to the South of Margao-Curtorim Road of the larger properties (i) property known as "Olly Zory" at Raia, bearing Description No. 45634 at pages 12 of Book B No. 119 New Series and Matriz nos. 2039 and 2042 and (ii) another property known as "Dacli Zory" or Bandalbaga" at Raia Description No. 28220 at pages 12 of Book No. 72 New Series and Matriz nos. 2038 and 2043. The southern part of both the above referred properties are separated as a result of construction of the Margao-Curtorim Road and the same southern part forms the land also originally surveyed under No. 191, Sub-Division No.1, more particularly described in **SCHDEULE II** herein before and referred to as **the SAID LARGER PROPERTY**. It is seen that the part of the SAID LARGE PROPERTY was partitioned by way of a civil suit which came to be registered under Special Civil Suit No. 250/97/II in the Hon'ble Court of the IInd Additional Civil Judge Senior Division at Margao, which suit was filed amongst the Co-owners mentioned therein, i.e. the Plaintiff and Defendants, which also included MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR, and their now late mother/mother-in law viz. MRS. UMABAI KRISHNA KARWARKAR, wherein the Hon'ble Court of the IInd Additional Civil Judge Senior Division at Margao, declared **the** MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR,



PARESH KRISHNA KARWARKAR, and the said MRS. UMABAI KRISHNA KARWARKAR as co-owners to an extent of 37.5% of **the SAID LARGER PROPERTY** and drew up the preliminary decree vide Judgement and Order dated 02.02.1998 and consequently the final decree was drawn on 30.10.1999 by the Hon'ble Court of the IInd Additional Civil Judge Senior Division at Margao in Special Execution Application No. 5/98 /II/Addl., in accordance to the plan of partition submitted by the Court Commissioner and therein **the SAID PLOTS** were allotted as under:

- i. **The SAID PLOT NO. I** before survey partition forming a part of the original holding i.e. S. No. 191/1 of the Village of Raia, was allotted to the said PARESH KRISHNA KARWARKAR, who subsequently got married to REKHA PARESH KARWARKAR.
- ii. **The SAID PLOT NO. II** before survey partition forming a part of the original holding i.e. S. No. 191/1 of the Village of Raia was allotted to the said **MR. ADHESH KRISHNA KARWARKAR and his wife MS. REKHA ADESH KARWARKAR.**
- iii. **The SAID PLOT NO. III** before survey partition forming a part of the original holding i.e. S. No. 191/1 of the Village of Raia, was allotted to the mother/mother-in-law of the abovesaid owners i.e. **MRS. UMABAI KRISHNA KARWARKAR.**
- iv. **The SAID PLOT NO. IV** before survey partition forming a part of the original holding i.e. S. No. 191/1 of the Village of Raia, was allotted to the mother/mother-in-law of the abovesaid owners i.e. **MRS. UMABAI KRISHNA KARWARKAR.**
- v. **The SAID PLOT NO. V** before survey partition forming a part of the original holding i.e. S. No. 191/1 of the Village of Raia, was allotted to the mother/mother-in-law of the abovesaid owners i.e. **MRS. UMABAI KRISHNA KARWARKAR.**

The abovementioned Final Decree and Order dated 30.10.1999 pronounced by the Court of the IInd Additional Civil Judge Senior Division at Margao in Special Execution Application No. 5/98/II/Addl., thereafter became final for want of Appeal and thus the respective persons to whom each of **the SAID PLOTS** were allotted as mentioned above, for all legal purposes and effects and this Final Court Decree, shall be considered as the main document of title in my report.

Subsequently, it is seen that the respective owners, to whom each of **the SAID PLOTS** were allotted, as mentioned above carried out survey partition in terms of section 61 of the Land Revenue Code before the



Deputy Collector and Sub-Divisional Officer at Margao in Case No. LRC/PART/774/2004/III and were allotted the respective Sub-Division numbers, vide Judgment Order dated 29.04.2005.

On the demise of the mother/mother-in-law of the abovesaid owners i.e. **MRS. UMABAI KRISHNA KARWARKAR**, an Inventory Proceedings was filed in the Court of the Civil Judge Senior Division at Margao, which came to be registered under Special Inventory Proceedings No. 41/2016/A.

During the course of the abovementioned Inventory Proceedings, it was decided to file Consent/ Compromise Terms, wherein the properties described in the proceedings, including **the SAID PLOT NO. III, the SAID PLOT NO. IV** and **the SAID PLOT NO. V** came to be allotted to the said **MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR**, in equal shares vide Final Order dated 15.09.2016 pronounced by the Court of the Civil Judge Senior Division at Margao.

The said **MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR** thus came to be the lawful and exclusive owners/joint owners in title and possession of **the SAID PLOT NO. I, SAID PLOT NO. II, SAID PLOT NO. III, the SAID PLOT NO. IV** and the **SAID PLOT NO. V**, as under :

The **SAID PLOT NO. I** is now owned exclusively by the **PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR**.

The **SAID PLOT NO. II** is now owned exclusively by **MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR**.

The **SAID PLOT NO. III** is now owned jointly by the **MR. ADHESH KRISHNA KARWARKAR** and his wife viz. **MS. REKHA ADESH KAWARKAR** and **PARESH KRISHNA KARWARKAR** and his wife **MAMTA ADESH KAWARKAR**.

The **SAID PLOT NO. IV** is now owned jointly by **MR. ADHESH KRISHNA KARWARKAR** and his wife viz. **MS. REKHA ADESH KAWARKAR** and **PARESH KRISHNA KARWARKAR** and his wife



MAMTA ADESH KAWARKAR.

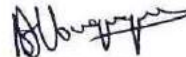
The SAID PLOT NO. V is now owned is owned jointly by **MR. ADHESH KRISHNA KARWARKAR** and his wife viz. **MS. REKHA ADESH KAWARKAR** and **PARESH KRISHNA KARWARKAR** and his wife **MAMTA ADESH KAWARKAR.**

Upon perusing the Agreement For Sale dated 08.11.2016 duly registered before the Sub-Registrar of Salcete under Book-1 Document, Registration No. MGO-BK1-05196-2016, CD Number MGOD97 on 08.11.2016 entered between the said Tridentia Developers and the owners of **the SAID PLOTS** viz. **MR. ADHESH KRISHNA KARWARKAR, MS. REKHA ADESH KAWARKAR, PARESH KRISHNA KARWARKAR AND MAMTA ADESH KAWARKAR** and the Technical Clearance Order dated 13.02.2017, Construction License bearing No. VPR/2017-2018/11 dated 18.05.2017, it is seen that Tridentia Developers have got the absolute right to construct on **the SAID PLOTS** and sell such designated constructed areas, as mentioned in the aforesaid Agreement For Sale.

Conclusion:

In view of the above findings, without prejudice, I hereby opine and certify that the title of the owners of **the SAID PLOTS** is fair, clear and marketable, and the said Tridentia Developers have got the absolute right to construct on **the SAID PLOTS** and sell such designated constructed areas, as mentioned in the aforesaid Agreement For Sale. Further, it is also seen that there are no proceedings pending, in the case information system of the District Court South, Goa, pertaining to **the SAID PLOTS**, as on date of issuance of this title certificate.

Place: Mapusa-Goa.



Adv. Sharon Albuquerque.