

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Mapusa, before the Office of the Sub-Registrar of Bardez, Taluka Registration and Sub-District of Bardez, District of North Goa, State of Goa on this th **day of the month of ----- in the year Two Thousand and Twenty (-----/-----/2020);**

BETWEEN

(1) MR. SURAJ alias SURAJDATTA SAGUN MORAJKAR, son of late Sagun Morajkar, , operating as Sole Proprietor of **M/S. SUN ESTATE DEVELOPERS,** having its Office at Miramar Beach Road, Next to Blue Bay Caranzalem, Goa, aged 47 years, holding PAN Card No. AEMPM7614J, having DIN 02575853, Indian National and presently residing at H.No.1679-A , Saipem, Near Volley Ball Court, Candolim – Goa. 403516 being referred to as the **“PROMOTER NO. 1”** (which expression shall unless repugnant include its heirs, successors, legal representatives and assigns) of the **FIRST PART.**

AND

(2) M/s. Zephyr Holdings, a Partnership Firm having its Office at 2nd Floor, Atur Chambers, 2-A Moledina Road, Pune-411001, having PAN Card No.AAAFZ0654P, herein represented by its Partner **Shri. Kishore Arjun Mansukhani,** aged 61 years, son of Shri. Arjun Mansukhani, in Business, Holding PAN Card No.AAZPM6523D, residing at 8, Narsinha Society, 194 Boat Club Road, Pune 411001, herein represented by its Attorney Shri. Pierre Antonio Lobo, son of late Mr. Domnic I. B. Lobo, of 52 years, Businessman, Holding PAN Card No.ABPPL0896F,

Indian National, residing at Perriwinkle Villa, Chowgm Road, Green Valley, Near Little Steps School, Porvorim Bardez-Goa executed before Notary Shridhar Tamba, dated 20/12/2011 of Panaji Goa being referred to as the **“PROMOTER NO. 2”** (which expression shall unless repugnant include its heirs, successors, legal representatives and assigns) of the **FIRST PART.**

AND

-----, aged ----- years, -----, -----
-----, -----, Holder of PAN Card bearing No. -----
-----, Aadhar Card No.-----, Indian National
and resident of ----- who shall
hereinafter be referred to as the **“ALLOTTEE”** (which term or
expression shall unless repugnant to the context of meaning
thereof shall mean and deemed to include his/her/their heirs,
executors, administrators, successors, legal representatives
and assigns) of the **SECOND PART.**

The **OWNER/ PROMOTER NO.1** is herein represented by their
duly constituted Power of Attorney Holder, his brother
/brother-in-law **MR. SIDHARTH MORAJKAR**, son of Mr.
Sagun Morajkar, aged 43 years, married, business, Holder of
PAN NO. ALSPS9013L, Indian National and resident of Saipem,
Candolim, Bardez, Goa, vide Power of Attorney dated
09/06/2017 duly notarized before Advocate and Notary
Somnath B. Karpe Panaji, Goa, under Sr. No. 4490 dated
09/06/2017.

WHEREAS, there exists a property admeasuring an area 5072 m² bearing Survey No.208/3 situated at Aradi, known as CHAMARACHI ARADI, within the limits of Panchayat Candolim, Taluka and Registration Sub District of Bardez, District North Goa in the State of Goa which Property is described in the Office of Land Registrar Brdez under No.147/2 of Book B-38 (New) and is enrolled under no.450 in the Taluka Revenue Office of Bardez., which shall hereinafter referred to as the “Said Larger Property” and is better described under **Schedule I.**

AND WHEREAS the said property originally belonged to Smt. Idalina Fernandes as having acquired the same under a Deed dated 16-1-1950 drawn in the office of Notary Socrates da Costa;

AND WHEREAS On the demise of the said Smt. Idaline the said property devolved on her son Thomas Fernandes. Though there is no formal document of evolution title to the said Thomas Fernandes; he was known to be the only child of the said Idalina and her husband and had been in possession of the Property;

AND WHEREAS By a Deed of Sale dated 8-8-1995 (i) Smt. Lina Rosa Maria Victoria Fernandes alias Rosalin Victoria; widow of the said Thomas Fernandes with his daughter (a) Esperance Caciaana Fernandes e Mendonca (being the widow of Vicente Joao Mendonca) and his son (b) Shri. Joaquim Fernandes with his wife sold the said property to Shri. Melwyn Noel Newman;

which Deed is registered under no.854 of Book I Vol.385 in the office of Sub Registrar Bardez;

AND WHEREAS By a Deed of Sale dated 5-10-2006 Shri. Melwyn Noel Newman sold the said property to M/s. Zephyr Holdings; which Deed is registered under no.5184 of Book I Vol.1837 in the office of Sub Registrar Bardez;

AND WHEREAS On 15-11-2006 M/s. Zephyr Holdings entered into an Agreement with Shri. Suraj Morajker for development of the said property.

AND WHEREAS On 23-12-2011 M/s. Zephyr Holdings sold the said plot to Shri. Suraj Morajker operating as sole proprietor Sun Estate Developers which deed is duly registrar in the office of Sub-registrar Bardez which Plot is hereinafter referred to as the **“Said Property”** and is more particularly described under **Schedule II.**

AND WHEREAS the said property shall hereinafter referred to as **“THE PROJECT LAND”**.

AND WHEREAS accordingly the Promoter No.1 got his name included in the Form I & XIV of the Occupants Column of Survey No. 208/3 of Village Aradi Candolim for an area admeasuring 1579 sq. mts.

AND WHEREAS the said Owner/Promoter No. 1 initiated Partition Proceedings before the office of the Deputy Collector

and S.D.O. at Mapusa, Bardez-Goa, for partition of 1579 sq.mts. of the property bearing Sy. No. 208/3 of Candolim Village which was registered under Partition Proceedings No. 15/41/PART/LAND/DC-II.

AND WHEREAS vide Order dated 05/11/2012, passed in the above partition proceedings, the said area admeasuring 1579 sq. mts was partitioned and allotted new Survey No. 208/3-A of Village Candolim, Bardez-Goa.

AND WHEREAS by virtue of the said Deed of Sale dated 23/12/2011, the Owner/Promoter No. 1 became the absolute owner in possession of the said Project Land.

AND WHEREAS the Owner/Promoter No. 2 is made party to this Agreement as 3 villas were agreed to be allotted to it.

AND WHEREAS the Promoter No.1 is entitled and authorized/enjoined to construct Villa on the said project land in accordance with the recitals hereinabove.

AND WHEREAS the Owners/Promoters represents that the said Project Land is free from encumbrances and/or defect in title.

AND WHEREAS no charge or lien or mortgage exists of the Said Project Land.

AND WHEREAS there are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature

over the said Project land, Promoter No.1 being the sole and exclusive owner of the said Project land.

AND WHEREAS the said Project land is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies.

AND WHEREAS the said Project land is not the subject matter of any notices and/or proceedings under the provisions of the Land Acquisition Act and/or Requisition Act.

AND WHEREAS the Promoter No.1 has proposed development and construction in the said Project Land.

AND WHEREAS the Promoter No.1 has proposed to construct on the said project land, a Villa, TOGETHER with a Swimming Pool and Compound Wall which Scheme when completed shall be known as and hereinafter be referred to as **“SOLACE II”** by Sun Estates Developers. (Hereinafter referred to as **“THE SAID PROJECT”**). The Masterplan of the said Project has been annexed hereto as **“ANNEXURE-A”**.

AND WHEREAS the Promoter No.1 has appointed an Architect registered with the Council of Architects;

AND WHEREAS the Promoter No.1 has appointed a Structural Engineer for the preparation of the structural design and drawings of the Apartments.

AND WHEREAS the Promoter No.1 accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Project.

AND WHEREAS in pursuance of the same, the following Permissions and Licences were issued for development of the said Project Land:-

- i. SANAD bearing No. 4/401/CNV/AC-III/2018/541 issued by the Office of Additional Collector-III, North Goa District, Mapusa, Goa, dated 04-04-2014;
- ii. Order dated 26-07-2019 under No. NGPDA/CAN/44/135/656/19 issued by North Goa Planning and Development Authority;
- iii. 23-02-2017 Construction Licence No.VP/32/11/35/1369/2016-17 issued from Village Panchayat Candolim;

AND WHEREAS the Promoter No.1 has obtained plans of the Layout as proposed by him and approved by the concerned competent authority according to which the construction of the said Project and open spaces are proposed to be provided for on the said project.

AND WHEREAS while sanctioning the said permissions, licences and plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter No.1 while developing the said project land and the said Project and upon due observance and performance of which only the completion or occupancy

certificate in respect of the said Project shall be granted by the concerned local authority.

AND WHEREAS the Promoter No.1 has obtained Certificate of Title issued by his Legal Practitioner showing the nature of the title of the Promoter No.1 to the said project land on which the Apartments are constructed or are to be constructed.

AND WHEREAS the Promoter No.1 has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project.

AND WHEREAS the Promoter No.1 has accordingly commenced construction of the said buildings in accordance with the said approved plans.

AND WHEREAS the Promoter No.1 is in the process of registering the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa.

AND WHEREAS the Allottee has approached the Promoter No.1 to purchase the Villa being constructed in the Said Project.

AND WHEREAS the Promoter No.1 by virtue of the said Deed of Sale , has sole and exclusive right to sell the said Residential

Bungalow/Villa in the said Project i.e. **“SOLACE II”** to be constructed or being constructed by him on the said project land and to enter into Agreement with the Allottee of the said Villa and to receive the sale consideration in respect thereof.

AND WHEREAS that on demand from the Allottee, the Promoter No.1 has given inspection and copies to the Allottee of all the documents of title relating to the Said Project Land and the plans, designs and specifications prepared by the 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 Rules and Regulations made thereunder of the Promoter No.1; and the Allottee has acknowledged the receipt of the same.

AND WHEREAS the Allottee has agreed to purchase the Villa of Type ---- BHK, admeasuring Carpet Area of the Apartment as per RERA admeasuring ----- sq. mts. (----- Sq. Ft.) and Built up area of ----- sq.mts. (----- sq. ft.), in the said Project **“SOLACE II”** being constructed on the Said Project Land by the Promoter No.1 for a total consideration of **Rs.-----/- (Rupees ----- Only).**

AND WHEREAS the Floor Plan of the said Residential Bungalow/Villa agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto and shall hereinafter be referred to as **“ANNEXURE- B.**

AND WHEREAS 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.

AND WHEREAS under section 13 of the said Act, the Promoter No.1 is required to execute a written Agreement for Sale of said Villa with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter No.1 and 2 hereby agrees to sell and the Allottee hereby agrees to purchase the Said Residential Bungalow/Villa alongwith the parking and other amenities.

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

a) PROJECT AND /OR SAID VILLA

The Promoter No.1 has proposed to construct on the said project land (more particularly described in **SCHEDULE-I** hereunder), a residential Residential Bungalow/Villa TOGETHER with the Swimming Pool and compound wall which Scheme when completed shall be known as and hereinafter be referred to as **“SAIPEM QUARRY VILLA”** by Sun Estates Developers. (Hereinafter referred to as **“THE SAID PROJECT”**).

b) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee the said Villa of Type ---- BHK, comprising of ground plus floors having Carpet Area of the Villa as per RERA admeasuring ---- sq. mts. (----- Sq. Ft.), Exclusive Balcony admeasuring ____ sq.mts. proportional common area admeasuring ____sq. mts., Built up area of Ground Floor admeasuring __sq. mts., Built up area of First Floor admeasuring ____ sq. mts, having total built up area admeasuring ____ sq. mts.(____ sq. ft.), Pool admeasuring ____ sq. mts., Pool Deck admeasuring ____ sq.mts., Open drive way admeasuring ____ sq. mts., Garden admeasuring ____ sq. mts. having area admeasuring ____ sq. mts. for exclusive use, in the said Project being constructed on the said Project Land (Hereinafter referred to as **“THE SAID VILLA”** and more particularly described in **SCHEDULE-III**) hereunder for a total consideration of **Rs.-----/- (Rupees ----- Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the said Villa together with the proportionate undivided share to the said Project Land corresponding to the said Villa.

Provided that the Promoter No.1 shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Villa of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

c) The specifications and additional amenities of the said Villa, as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-IV** hereto.

d) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) shall be provided by the Promoter No.1 in the said Project and the said Villa.

e) The common areas and facilities to the said Villa as agreed to be provided by the Promoter No.1 to the Allottee for the said Villa has been more particularly described and/or mentioned in **SCHEDULE-V** hereto.

1. CONSIDERATION

a) In lieu of the consideration amount of **Rs.-----/- (Rupees -----Only)**, the Allottee has paid to the Promoter No. 1 a sum of **Rs.-----/- (Rupees ----- Only)**, prior to the execution of these presents, being an advance payment as provided in Section 13 of the said Act (the payment and receipt whereof the Promoter No.1 hereby admit and acknowledge) after deducting an amount of **Rs.-----/-(Rupees -----Only)** towards 1% TDS as per the provisions of The Income Tax Act and the Allottee has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE-VI** hereunder.

b) The Allottee shall pay to the Promoter No.1, Goods and Services Tax (GST) @ 5% at the time of Payment of every instalment towards purchase of the said Villa.

c) The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the Promoter No.1 by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter No. 1) up to the date of handing over the possession of the Said Villa.

d) The total price 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time.

The Promoter No.1 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter No.1 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, which shall only be applicable on subsequent payments.

e) The Promoter No.1 may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter No.1.

f) The Promoter No.1 shall confirm the final carpet area that has been allotted to the Allottee after the construction of the

said Project/Building is complete and the Completion Certificate/Occupancy 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 Promoter No.1. If there is any reduction in the carpet area within the defined limit then Promoter No.1 shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estates Projects, Registration of Real Estates Agents, Rates of Interest and disclosures on Website) Rules, 2017 (hereinafter referred to as **“The Said Rules”**) from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter No.1 shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

g) The Allottee authorizes the Promoter No.1 to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter No.1 may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter No.1 to adjust his payments in any manner.

h) The Promoter No.1 hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the

concerned 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, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Villa.

2. FLOOR AREA RATIO (FAR);

The Promoter No.1 hereby declares that the Floor Area Ratio available as on date in respect of the said Project Land is% as mentioned in the Development Control Regulation which are applicable to the said Project.

3. POSSESSION:-

a) Delivery of Possession: The Promoter No.1 shall give possession of the said Apartment to the Allottee on or before --
----- with an extension of ----- months.

Time is essence for the Promoter No.1 as well as the Allottee. The Promoter No.1 shall abide by the time schedule for completing the said project and handing over the Said Residential Bungalow/Villa to the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be, subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoter No. 1 as per the Agreement.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter No.1.

(a) (i) The Allottee shall have no objection for the Promoters /Owners of the built up area in respect of the other premises in the said project to use their respective premises for any purpose whatsoever and such Purchasers shall be entitled to let out and or lease and or allow the said premises to be used by any Second parties on Leave and License basis and or under any contract without there being any objection and or obstruction from the Allottee. However, such Purchasers and or their Lessees and or the persons who will utilise the respective premises of the Purchasers shall not cause any nuisance for the Allottee therein.

b) Delayed Possession/breach(es)/Payments:

i. If the Promoter No.1 fails to abide by the time schedule for completing the said project and handing over the said Villa to the Allottee, the Promoter No.1 agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in Sec. 18 of the said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

ii. If the Promoter No.1 fails or neglects to give possession of the said Villa to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, if the Allottee wishes to terminate this Agreement, then the Promoter No.1 shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Residential Bungalow/Villa with interest as specified in Sec. 18 of the said Rules, from the date the Promoter No.1 received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter No.1 shall be entitled to reasonable extension of time of maximum 2-3 years for giving

delivery of said Residential Bungalow/Villa on the aforesaid date, if the completion of the said Project in which the said Residential Bungalow/Villa is to be situated is delayed on account of:

- a)** war, civil commotion or Act of God;
- b)** any notice, order, rule, notification of the Government and/or other public or competent authority/court.

iii. The Allottee agrees to pay to the Promoter No.1, interest as specified in Sec. 18 of the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter No.1 under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter No.1.

iv. Without prejudice to the right of Promoter No.1 to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter No.1 under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter/ Promoter No.1 shall at his own option, may terminate this Agreement.

Provided that, Promoter No.1 shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of his 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 fails to rectify the breach or breaches

mentioned by the Promoter No.1 within the period of notice, then at the end of such notice period, Promoter No.1 shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter No.1 shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter No.1) within a period of sixty days of the termination, the instalments of sale consideration of the said Villa which may till then have been paid by the Allottee to the Promoter No.1 and the Promoter No.1 shall not be liable to pay to the Allottee any interest on the amount so refunded.

c) Procedure for taking Possession:

The Promoter No.1 shall within 7 days of obtaining the Occupancy Certificate from the competent authority and upon payment made by the Allottee as per the Agreement, offer possession of the Said Villa to the Allottee intimating in writing that the said Apartment is ready for use and Occupancy of the said Project to be taken within 1 (one month) from the date of receipt of such notice and the Allottee shall take possession of the said Villa from the Promoter No.1 by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter No.1 shall give possession of the said Residential Bungalow/Villa to the Allottee.

d) Failure of Allottee to take Possession of Said Residential Bungalow/Villa

In case the Allottee fails to take possession within the time provided as above, such Allottee 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 thereon.

e) Defect(s)

(i) If within a period of five years from the date of handing over the said Villa to the Allottee, the Allottee brings to the notice of the Promoter No.1 any structural defect in the said Villa or the said Project/building in which the said Villa is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter No.1 at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter No.1, compensation for such defect in the manner as provided under the Act.

(ii) In case the Allottee carries out any work within the said Villa after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining Residential Bungalow/Villa, then in such an event the Promoter No.1 shall not be liable to rectify or pay compensation. But the Promoter No.1 may offer services to rectify such defects at nominal charges.

(iii) Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.

f) Use of said Residential Bungalow/Villa

The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

g) Deposits at the time of taking possession:

I. The Allottee shall on or before delivery of possession of the said Residential Bungalow/Villa keep deposited with the Promoter No.1, the following approximate amounts more particularly described in **Schedule VII** which may be subject to change as per actuals.

- i)** Share money, application entrance fee of the society or any other entity;
- ii)** Formation and registration of the society or any other entity;
- iii)** Proportionate share of taxes and other charges/levies in respect of the society or any other entity;
- iv)** Deposit of provisional monthly contribution towards outgoings of society or any other entity;
- v)** Deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;
- vi)** Deposits of electrical receiving and sub-station provided in Layout;
- vii)** Legal charges;
- viii)** Infrastructure Tax;
- ix)** Corpus in respect of the society or any other entity;
- x)** Stamp Duty and Registration Charges;
- xi)** Maintenance plus GST per month

xii) Annual House Tax and House Tax Transfer;

xiii) bear and pay the proportionate share of outgoings in respect of the said project and /or said Project Land 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,

xiv) All other expenses necessary and incidental to the management and maintenance of the said project land.

II. The Allottee shall pay to the Promoter No.1 for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter No.1 in connection with formation of the said society or any other entity and for preparing its rules, regulations and bye-laws as per actuals.

4. MAINTENANCE OF THE COMPLEX:

i. The Promoter No.1 undertakes to maintain the complex till such time the society or any other entity is formed and registered.

ii. Until the society or any other entity is formed and the common areas of the said Project is transferred to it, the Allottee shall pay to the Promoter No.1 such proportionate share of outgoings as may be determined by the Promoter No.1.

iii. The Allottee 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.

iv. It is agreed that non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the Promoter No.1 to

charge interest on dues, in accordance with the terms and conditions contained herein.

5. FORMATION OF SOCIETY OR ANY OTHER ENTITY:

i. The Allottee along with other Allottee(s) of Villa in the said Project shall join in forming and registering the society or any other entity to be known by such name as the Promoter No.1 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 society or any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, duly fill in, sign and return to the Promoter No.1 within seven days of the same being forwarded by the Promoter No.1 to the Allottee, so as to enable the Promoter No.1 to register the society or any other entity.

ii. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, 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.

iii. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter No.1 and 2 provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter No.1 shall not carry any interest and remain with the Promoter No.1 until a conveyance of the structure of the building or wing is executed in favour of the society or any other entity as aforesaid. On such

conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter No.1 to the society or any other entity, as the case may be.

iv. Time is essence for the Promoter No.1 and 2 as well as the Allottee. The Promoter No.1 and 2 shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoter No.1 as per the Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i.** The Promoter No. 1 and 2 have clear and marketable title with respect to the said Project Land; as declared in the title report and has the requisite rights to carry out Development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project.
- ii.** The Promoter No.1 and 2 has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.

- iii.** There are no encumbrances upon the said Project Land except those disclosed in the title report.
- iv.** There are no litigations pending before any Court of law with respect to the said Project Land or said Project except those disclosed in the title report.
- v.** All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land 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 said Project, said Project Land shall be obtained by following due process of law and the Promoter No.1 and 2 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land and common areas till its transfer to the society or any other entity.
- vi.** The Promoter No. 1 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii.** The Promoter No.1 has 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 said Project Land, including the said Project and the said Villa which will, in any manner, affect the rights of Allottee under this Agreement.
- viii.** The Promoter No.1 confirms that the Promoter No.1 is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement.

- ix.** Upon formation and registration of the society or any other entity, the Promoter Nos.1 and 2 shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity.
- x.** The Promoter No.1 has 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.
- xi.** No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter Nos.1 and 2 in respect of the said project land and/or the said Project except those disclosed in the title report;

7. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

The Allottees themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Promoters as follows:

- i.** To maintain the said Villa at the Allottees' own cost in good and tenantable repair and condition from the date that the possession of the said Villa is taken and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated which may be against the rules,

regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Villa is situated and the said Villa itself or any part thereof without the consent of the local authorities, if required.

ii. Not to use the said Villa for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Villa is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Project in which the said Villa is situated, including entrances of the said Project in which the said Villa is situated and in case any damage is caused to the said Project in which the said Villa is situated or the said Villa on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs and maintain the said Villa in the same condition, state and order in which it was delivered by the Promoter No.1 to the Allottee and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated or 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 committing any act in contravention

of the above provision, the Allottee 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, 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 Project in which the said Villa is situated 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 said 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 Promoter No.1 and/or the society or any other entity.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and or the said project land and in which the said Villa is situated 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 said Project and/or said Project land in which the said Villa is situated.

vii. Pay to the Promoter No.1 within fifteen days of demand by the Promoter No.1, his 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 connection to the said Project/building or said Project land in which the said Villa is situated.

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 for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Villa until all the dues payable by the Allottee to the Promoter No.1 under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project for the time being in force regarding the occupancy and use of the said Villa in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the said Villa is executed in favour of the Allottee, the Allottee shall permit the Promoter No.1 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Villa or any part thereof to view and examine the state and condition thereof.

8. INDEMNITY

The Promoter No.1 agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter No.1.

9. SEPARATE ACCOUNT:

The Promoter No.1 shall maintain a separate account in respect of sums received by the Promoter No.1 from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

10. SAVINGS CLAUSE:

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 Project and or Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Villa alongwith proportionate indivisible share agreed to be sold to him. All unsold or un-allotted inventory/shall continue to remain the Property of the Promoter

No.1 until sold/allotted/ transferred to the society or any other entity as hereinbefore mentioned.

11. MORTGAGE OR CREATION OF CHARGE

After the Promoter No.1 executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take such illa.

12. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter No.1 does not create a binding obligation on the part of the Promoter No.1 or the Allottee until,

Firstly, the Allottee 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 and

Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter No.1.

If the Allottee(s) fail to execute and deliver to the Promoter No.1 this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter No.1, then the Promoter No.1 shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, allotment of the said Villa to the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith

including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

13. ENTIRE AGREEMENT

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.

14. RIGHT TO AMEND

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

15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

16. SEVERABILITY

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 the 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the said Project, the same shall be in proportion to the carpet area of the said Villa to the total carpet area of all the Villa in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of respective Allottees.

18. FURTHER ASSURANCES

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.

19. EXECUTION OF THE AGREEMENT

a) The execution of this Agreement shall be complete only upon its execution by the Promoter No.1 or through its authorized signatory at the Promoter No.1's office, or at some

other place, which may be mutually agreed between the Promoter No.1 and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter No.1 or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

b) The Allottee and/or Promoter No.1 or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter No.1 or its authorized signatory will attend such office and admit execution thereof.

20. NOTICES & CORRESPONDENCES

a) That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified above.

b) That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottees.

c) It shall be the duty of the Allottee 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 A.D and notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the

above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

21. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Present value of the said Villa is **Rs.-----/- (Rupees ----- Only)** and as such stamp duty @ 2.9% i.e. **Rs.-----/- (Rupees ----- Only)** is embossed on the present Agreement, which is borne and paid by the Allottee.

22. EXECUTION OF DEED OF SALE

The Owners/Promoters shall execute final Deed of Sale in respect to the said Villa in favour of the Allottees on or before May 2022 upon obtaining the Occupancy Certificate or within such time, the period is extended due to reasons not attributed to the Owners/ Promoters.

Provided balance Stamp duty and Registration charges or any other taxes or cess or Fees as payable by the Allottees to the Owners/ Promoters is paid to the Owners/Promoters.

Provided further that all amounts payable to the Owners/ Promoters in terms of this Agreement for sale as per the payment Plan and Extra Costs as described in the Schedule VI and VII respectively is paid to the Owners/Promoters.

23. DISPUTE RESOLUTION

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.

24. GOVERNING LAW

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 Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SCHEDULE-I

(DESCRIPTION OF THE SAID LARGER PROPERTY)

All that part and parcel of land admeasuring 5072 m² bearing Survey No.208/3 situated at Aradi, known as CHAMARACHI ARADI, within the limits of Panchayat Candolim, Taluka and Registration Sub District of Bardez, District North Goa in the State of Goa which Property is described in the Office of Land Registrar Brdez under No.147/2 of Book B-38 (New) and is enrolled under no.450 in the Taluka Revenue Office of Bardez.

The Said Plot is bounded as under:-

Towards the North : Survey No.208/2 of Candolim.

Towards the South : Survey No.208/4 of Candolim.

Towards the East : Balance 2424 Sq. Mts. of Survey No.208/3.

Towards the West : Public Road.

SCHEDULE -II

SCHEDULE- II

(DESCRIPTION OF THE SAID PROPERTY)

All that part admeasuring 1579 m2 being a part of the whole property described in the Schedule I hereinabove.

The Said Property is bounded as under:-

Towards the North :- Survey No.208/2 of Candolim.

Towards the South :- Survey No.208/4 of Candolim.

Towards the East :- Survey No.209

Towards the West :- Remaining part of the property bearing Sy. No.208/3.

SCHEDULE -III

(DESCRIPTION OF THE SAID VILLA)

ALL THAT VILLA identified as Villa No.----- of Type ---- BHK, comprising of ground plus floors having Carpet Area of the Apartment as per RERA admeasuring ----- sq. mts. (----- Sq. Ft.), Exclusive Balcony admeasuring ___ sq.mts. proportional common area admeasuring ___sq. mts., Built up area of Ground Floor admeasuring ___sq. mts., Built up area of First Floor admeasuring ___ sq. mts, having total built up area admeasuring ___ sq. mts.(_____ sq. ft.), Pool admeasuring___ sq. mts., Pool Deck admeasuring ___ sq.mts., Open drive way

admeasuring ____ sq. mts., Garden admeasuring ____ sq. mts. having area admeasuring ____ sq. mts. for exclusive use, along with proportional undivided share corresponding to the said Project Land in the said Project **“SOLACE II”** being constructed on the said Project Land described in Schedule-I hereinabove. The said Villa is bounded as under:-

To the East:

To the West:

To the North:

To the South:

SCHEDULE-IV
SPECIFICATIONS.

SCHEDULE-V
(DESCRIPTION OF COMMON AREAS AND FACILITIES)

SCHEDULE-VI

PAYMENT PLAN

**SIGNED AND DELIVERED BY
THE WITHIN NAMED
OWNER/PROMOTERS NO. 1
THROUGH HIS POWER OF
ATTORNEY HOLDER**

MR. SIDHARTH MORAJKAR

L.H.F.P

R.H.F.P

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SIGNED AND DELIVERED BY
THE WITHIN NAMED
OWNER/PROMOTER NO. 2

ZEPHYR HOLDINGS

L.H.F.P

R.H.F.P

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SIGNED AND DELIVERED BY

THE WITHIN NAMED ALLOTTEE

L.H.F.P

R.H.F.P

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IN THE PRESENCE OF WITNESSES:

1. Name:

Signature _____

2. Name:

Signature _____