

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Panaji, Goa, on this \_\_\_\_<sup>th</sup> day of **December, 2021**.

**BETWEEN**

**EDCON REAL ESTATE DEVELOPERS**, a duly registered partnership firm under the Indian Partnership Act 1932, having its office on the 5th Floor, Siddharth Bhandodkar Bhavan, above Axis Bank, Dr. P. Shirgaonkar Road, Panaji, Goa, having Pan Card No. AAAFE7398D, represented herein by its Partners, **ENG. EDWIN DE MENEZES**, son of late Mr. Antonio X. Menezes, 52 years of age, married, Civil Engineer, Indian National, having PAN CARD no. ABRPT4595M, and residing at H. No. E-464, Corte de Oiteiro, Panaji, Goa and **ENG. CEDRIC. A. VAZ**, son of Mr. Agostinho Vaz, 53 years of age, married, Civil Engineer, Indian National, residing at T-4, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa, having PAN CARD No. ACUPA2198R, hereinafter referred to as the **DEVELOPERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, transferees and assigns), of the **FIRST PART**;

**AND**

1. **MR. SIDDHIRAJ JAIPRAKASH PEDNEKAR**, son of **Dr. Jaiprakash Rama Pednekar**, 35 years of age, **Unmarried**, Business, Indian National, having PAN Card No: BBPPP8605M, resident of Sriram, Plot No.4, Gomeco HSG Society, Bambolim Complex, North Goa, Pin Code: 403202, hereinafter referred to as the **PURCHASER** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, administrators, legal representatives, executors and permitted assigns and transferees), of the **SECOND PART**.

**AND**

- (1) **MR. OLIVIO AGNELO DA CRUZ PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 62 years of age, Businessman, married, Indian National, having PAN CARD No. AEHPP3629K, and his wife;

- (2) **MRS. PRUDENCIA C. PINTO**, daughter of Late Antonio Calisto Britto, w/o. Mr. Olivio Agnelo Da Cruz Pinto, 55 years of age, retired, married, Indian National, having PAN CARD No. AFAPP6296A, both parties 1 and 2 are r/o. H. No. 1056/1, 1st Ward, Santa Cruz, Tiswadi Taluka, Goa.
- (3) **MR. FELINTO C. X. O. PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 59 years of age, Businessman, married, Indian National, having PAN CARD No. AILPP8244J and his wife;
- (4) **MRS. MARIA HELLEN BRAGANZA**, daughter of Mr. Esmeraldo Tuburcio De Jesus Braganza, w/o. Mr. Felinto C.X.O Pinto, 59 years of age, domestic, married, Indian National, having PAN CARD No. AHOPP5941Q, both parties 3 and 4 are r/o. 6F1/Models Exotica, Next to PWD, St. Inez, Panaji, Goa.
- (5) **MR. BERNADO SAVIO PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 58 years of age, retired, married, Indian National, having PAN CARD No. AJXPP9936C and his wife;
- (6) **MRS. MARGARITA BRITTO**, daughter of Mr. Cajetan Philip Britto, w/o. Mr. Bernado Savio Pinto, 56 years of age, service, married, Indian National, having PAN CARD No. AEMPM5209B, both parties 5 and 6 are r/o. Opp. Rendezvous Vainguinim Valley, Donapaula, Goa.
- (7) **MISS ELMA SACRAMENTA BELIZA PINTO**, d/o. Late Mr. Gustavo Renato Da Cruz Pinto, 56 years of age, domestic, Spinster, Indian National, having PAN CARD No. BJCPP4300A, r/o. House No. 1056/1, 1st ward, Santa Cruz, Tiswadi, Goa.
- (8) **MRS. MARIA SILVINA A. PINTO**, d/o. Late Mr. Gustavo Renato Da Cruz Pinto and w/o Mr. Xavier Gracias, 56 years of age, service, married, Indian National, having PAN CARD No. AEWPG8822L, and her husband;
- (9) **MR. XAVIER GRACIAS**, h/o. Mrs. Maria Silvina A. Pinto, s/o. Mr. Jose Remediosdas Dores Gracias, 59 years of age, service, married, Indian National, having PAN CARD No. AEWPG8823M, both parties 8 and 9 are r/o. House No. 150, Velsao, Cansaulim, Salcete, Goa.
- (10) **MR. BARNABE FRANCISCO XAVIER PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 55 years of age, service, married, Indian National, having PAN CARD No. AJQPP0156K, and his wife;

(11) **MRS. JASMINE B. FURTADO**, daughter of Mr. Antonio Pedro Furtado, w/o. Mr. Barnabe F. X. Pinto, 51 years of age, service, married, Indian National, having PAN CARD No. ACJPB0854G, both parties 10 and 11 are r/o. House No. 146, Ward 15, Pinto Mansion, Campal, Panaji, Goa.

(12) **MR. JAIME F. L. PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 52 years of age, service, Businessman, bachelor, Indian National, having PAN CARD No. AIXPP8452A, r/o. H. No. 1120, Opp. Vijaya Bank, 2nd ward, Santa Cruz, Tiswadi Taluka, Goa.

(13) **MR. FRANCISCO C DA CRUZ PINTO**, s/o. Late Mr. Gustavo Renato Da Cruz Pinto, 51 years of age, Businessman, married, Indian National, having PAN CARD No. AKRPP1764B, and his wife;

(14) **MRS. BERTHA FERNANDES**, daughter of Mr. Manual Fernandes, w/o. Mr. Francisco C Da Cruz Pinto, 51 years of age, domestic, married, Indian National, having PAN CARD No. AKRPP1765A, both parties 13 and 14 are r/o. H No.22/329/3 Opp. Rendezvous Vainguinim Valley, Donapaula, Goa.

(15) **MRS. LUCIA J. PINTO D'SOUZA**, d/o. Late Mr. Gustavo Renato Da Cruz Pinto and w/o Mr. Henrique D'souza, 50 years of age, married, service, Indian National, having PAN CARD No. AFXPD8326C, and her husband;

(16) **MR. HENRIQUE D'SOUZA**, s/o Mr. Antonio D'souza, 53 years of age, service, married, Indian National, having PAN CARD No. AFXPD8296B, both parties 15 and 16 are r/o H. No. B/49, Villa Souza, Betim, Bardez, Goa.

All the above parties hereinafter collectively referred to as the “**CONFIRMING PARTIES**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, administrators, legal representatives, executors and permitted assigns and transferees) of the **THIRD PART**.

The **CONFIRMING PARTIES** are represented herein by their duly constituted Power of Attorney holder, ENG. CEDRIC A. VAZ, son of Agostinho D Vaz, 53 years of age, married, Civil Engineer, Indian National, having PAN No. ACUPA2198R, resident T-4, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa, nominated by virtue

of Power of Attorney dated 28/06/2009, duly executed before Notary Mr. Upendra Timble under Registration No. 264/2009.

**WHEREAS:**

- a. The DEVELOPERS have constructed a building scheme on a property known as “Second Cunto Quedgicho with Bund”, situated at Campal and in the City of Panaji, within the limits of Corporation of the City of Panaji, Taluka Tiswadi and Sub District of Ilhas, Goa, described in detail in SCHEDULE No. I hereafter written and shall hereinafter be referred to as the SAID PROPERTY.
- b. The said building scheme is constructed and completed as per the approved plans granted by all the competent government authorities and construction licence granted by the Corporation of the City of Panaji under Ref No. F1/CCP/ENG/CONST-LIC/25/2011-2012-42 dated 05.10.2011 comprising of PENTHOUSE, and occupancy certificate bearing No. F3/25/CCP/ENG/OC/26/2019-2020 dated 31/12/2019 has been issued by the Corporation of the City of Panaji and hereinafter be referred to as “EDCON RIO GRANDE”.
- c. The DEVELOPERS are entitled for a premises identified as Penthouse on the Eighth Floor bearing No. C-801 admeasuring 118.94 sq. mts. of super built-up area, (which includes the proportionate incidence of common passages, landings, toilet block, lift, staircase, walls, fire escape etc), in block C of EDCON RIO GRANDE alongwith the open terrace area of 91.54 sq.mts and the corresponding carpet area being 82.80 sq. mts., as per the Agreement for Development dated 29/04/2011 duly executed by and between the DEVELOPERS and the CONFIRMING PARTIES.
- d. That the upper ground floor in Block C of EDCON RIO GRANDE was re-designed as First floor and consequently the Seventh floor became the Eighth floor which fact is confirmed by letter dated 30/12/2021 issued by the DEVELOPERS.
- e. The PURCHASER have approached the DEVELOPERS, and agreed to purchase from the DEVELOPERS and the DEVELOPERS have agreed to

sell unto the PURCHASER all that premises identified as Penthouse on the Eighth floor bearing No. **C-801** admeasuring **118.94** sq. mts. of super built up area (which includes the proportionate incidence of common passages, landings, toilet block, lift, staircase, walls, fire escape etc), **in Block C of EDCON RIO GRANDE alongwith the open terrace area of 91.54 sq.mts** and the corresponding carpet area being **82.80** sq. mts., which Penthouse is more particularly described in SCHEDULE No. II hereafter written and delineated in red colour outline on the Plan annexed herewith (hereinafter referred to as the SAID PENTHOUSE).

- f. The DEVELOPERS have agreed to sell the SAID PENTHOUSE to the PURCHASER for a total consideration of **Rs.1,00,00,000/- (Rupees One Crore Only)**, which consideration includes the cost of the proportionate undivided share in the land and subject to the satisfaction of further terms and conditions hereafter appearing and has also agreed to abide by the other terms and conditions stipulated hereafter.
- f. No consideration amount or any other amounts under this Agreement have been paid to the CONFIRMING PARTIES, and the entire consideration amount shall be paid to the DEVELOPERS.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

**1. PREMISES:**

The DEVELOPERS shall sell, on the **Eighth** floor in block **C** in EDCON RIO GRANDE the SAID PENTHOUSE bearing no. **C-801** admeasuring **118.94** sq. mts. of super built up area (which includes the proportionate incidence of common passages, landings, toilet block, lift, staircase, walls, fire escape etc) on the **Eighth** Floor of EDCON RIO GRANDE alongwith the open terrace area of **91.54** sq.mts, and the corresponding carpet area being **82.80** sq. mts., as described in SCHEDULE No. II and as shown delineated in red colour outline on the plan annexed hereto.

**2. CONSIDERATION:**

- a. The DEVELOPERS agree to sell to the PURCHASER and the PURCHASER agree to purchase from the DEVELOPERS the SAID PENTHOUSE and corresponding proportionate undivided share in the land for a total consideration of **Rs.1,00,00,000/- (Rupees One Crore Only)**. The PURCHASER had paid to the DEVELOPERS a sum of **Rs. 85,00,000/-(Rupees Eighty Five Lakh Only)** towards the part payment of the consideration amount in respect of the SAID PENTHOUSE, details of which are as under :
- i) **Rs. 9,00,000/-(Rupees Nine Lakh Only)** vide Cheque/DD No. 085282 dated 09/11/2021 favouring the DEVELOPERS.
  - ii) **Rs. 6,00,000/-(Rupees Six Lakh Only)** vide Cheque/DD No. 085283 dated 11/11/2021 favouring the DEVELOPERS.
  - iii) **Rs. 70,00,000/-(Rupees Seventy Lakh Only)** Vide Cheque No. 077606 dated 31/12/2021 favouring the DEVELOPERS.
- b. The balance consideration of **Rs.15,00,000/- (Rupees Fifteen Lakh Only)** shall be paid within a period of 15 days from the date of execution of this Agreement and the PURCHASER have agreed to pay the same to the DEVELOPERS.
- c. The PURCHASER have paid a TDS amount of Rs. 1,00,000/- Rupees One Lakh Only) calculated @1% on the total consideration of **Rs.1,00,00,000/- (Rupees One Crore Only)** and have handed over to the DEVELOPERS a photocopy of the paid challan and Form 26QB. However, the PURCHASER shall provide to the DEVELOPERS a TDS Certificate within a period of 30 days from the date of execution of this Agreement.
3. **DEFAULT AND TERMINATION:**
- a. Time being the essence of this Agreement, if the PURCHASER commit any default, the DEVELOPERS may, without prejudice to its other rights, terminate this Agreement by addressing to the PURCHASER a written notice of termination allowing the PURCHASER **30 days** to make good the default. The defaults include:
    - i. Non-payment of the balance consideration of **Rs.15,00,000/- (Rupees Fifteen Lakh Only)** as mentioned hereinabove, within the stipulated period.

- ii. Non-payment of any money/interest payable by or under this Agreement on their respective due date/s or;
  - iii. Non-observance and/or non-performance of any of the terms of this Agreement.
- b. In the event the PURCHASER fails to make good the default within the said 30 days, this Agreement shall stand terminated on the expiry of the said 30 days.
  - c. The DEVELOPERS shall, however, within 30 days of such termination, refund to the PURCHASER the amounts, if any, which may have till then been paid by the PURCHASER to the DEVELOPERS under this Agreement, but without any further amount by way of interest or otherwise and after deducting an amount of Rs. 1,00,000/- (Rupees One Lakh only), as damages from the amount received towards consideration from the PURCHASER.
  - d. On the DEVELOPERS terminating this Agreement under this clause, the DEVELOPERS shall be at liberty to allot, sell, lease or dispose off the SAID PENTHOUSE to any other person/s for such consideration as the DEVELOPERS deem fit, and for such consideration as the DEVELOPERS may determine, and the PURCHASER will not have any right, claim or interest in the SAID PENTHOUSE, EDCON RIO GRANDE or the SAID PROPERTY and shall not be entitled to question or restrain this act of the DEVELOPERS or to claim any amount from the DEVELOPERS.
  - e. Without prejudice to the DEVELOPERS other rights under this Agreement and/or in law, the PURCHASER shall be liable to pay to the DEVELOPERS, interest at the rate of 24% per annum, compounded monthly, on the balance consideration of **Rs.15,00,000/- (Rupees Fifteen Lakh Only)** due and payable by the PURCHASER under this Agreement, if the said amount remains unpaid for 30 days after becoming due. Non-payment of such interest shall also be a ground for termination as provided above.
  - f. The DEVELOPERS shall have a first lien, claim, interest and charge in and on the SAID PENTHOUSE agreed to be acquired by the PURCHASER in



respect of any amount payable by the PURCHASER to the DEVELOPERS under the terms and conditions of this Agreement.

#### 4. POSSESSION:

- a. The DEVELOPERS shall deliver the SAID PENTHOUSE to the PURCHASER within a period of 30 days from the date of execution of this Agreement, provided payment towards balance consideration amount of **Rs.15,00,000/- (Rupees Fifteen Lakh Only)** and all the amounts due and payable by the PURCHASER under this agreement are paid by the PURCHASER and received by the DEVELOPERS on or before the time frame stipulated herein.
- b. The delivery of possession shall be acknowledged in writing and will be given simultaneously to the PURCHASER or their authorized agent, on the signing and handing over of the acknowledgement letter of possession to the DEVELOPERS. The letter acknowledging delivery of possession shall signify and be treated as conclusive, that the PURCHASER are **satisfied with the quality** of construction of the SAID PENTHOUSE and of the common areas, and that the same is free from all defects and deficiencies and is complete in all respects. **(This clause can't be changed)**

#### 5. USE AND MAINTENANCE:

- a. On delivery, the PURCHASER shall use the SAID PENTHOUSE only for the purpose of permitted residential activity within the parameters of the rules in force. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premises owners in the said EDCON RIO GRANDE. The PURCHASER shall not store any hazardous/illegal material in the SAID PENTHOUSE and shall not store material in the SAID PENTHOUSE beyond the design load i.e. 200 kg/sq.m. of the slab. The PURCHASER shall not use the SAID PENTHOUSE for the purpose of running a bar/ restaurant/ discotheque/ night club/ party hall.
- b. The PURCHASER shall, from the date of possession, maintain the SAID PENTHOUSE, the R.C.C structural members like slabs, beams, columns,

the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PENTHOUSE and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Corporation of City of Panaji 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.

- c. The PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of this agreement until all the dues payable by them to the DEVELOPERS under this agreement are fully paid up.
- d. Any transfer of Agreement made by the PURCHASER in contravention to clause 5 (c) above, will be null and void-ab-initio and shall not be binding on the DEVELOPERS in any manner whatsoever.
- e. The PURCHASER after delivery of possession of the SAID PENTHOUSE shall permit the DEVELOPERS and their surveyors and agents, with or without workmen and other persons, at all reasonable times, to enter into and upon the SAID PENTHOUSE or any part thereof, to view and examine the state and condition thereof and the PURCHASER shall make good at their own costs within two months of the DEVELOPERS giving a notice in writing to the PURCHASER, all defects, decay and wants of repair, and also for the purpose of repairing any part of the said EDCON RIO GRANDE and for the purpose of making, repair/maintaining, re-building, cleaning, lighting and keeping in order and condition, all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said EDCON RIO GRANDE, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.
- f. After taking delivery of the SAID PENTHOUSE, the PURCHASER shall not carry out any change(s)/ alteration(s)/ deviation(s) / modification(s) or

any construction activity in the SAID PENTHOUSE or building EDCON RIO GRANDE. In the event the PURCHASER desire to get any internal repairs/changes done in the SAID PENTHOUSE/EDCON RIO GRANDE, he shall do so only after giving in writing the details of such repairs/changes to the DEVELOPERS and only upon obtaining a prior approval for such repairs in writing, from the DEVELOPERS. The DEVELOPERS shall at its discretion grant or refuse such approval without assigning any reasons thereof.

- g. In case the PURCHASER grants the approval for the internal repairs/changes after taking over the possession of the SAID PENTHOUSE, the PURCHASER shall do so without causing any damage of whatsoever nature to any part of SAID PENTHOUSE / EDCON RIO GRANDE. However, if any such damage is caused by the PURCHASER, the PURCHASER shall be solely liable for the same without any liability on the part of the DEVELOPERS. The PURCHASER shall ensure that such internal repairs/changes carried out by the PURCHASER is in conformity with the laws, rules/bye laws of the Planning Department/CCP or any other competent authority and shall obtain necessary permission/license/NOC from such authorities in that regard at the cost of the PURCHASER.

#### **6. DEFECTS:**

Upon the PURCHASER taking possession of the SAID PENTHOUSE as stipulated above the PURCHASER shall have no claim or grievance against the DEVELOPERS in respect of any item of work in the SAID PENTHOUSE or any common area or EDCON RIO GRANDE which may be alleged to be defective or deficient or alleged not to have been carried out or completed. (This clause can't be changed)

#### **7. OUTGOINGS:**

- a. Any taxes, GST, charges, levy or outgoings levied by the Corporation of City of Panaji or any other competent government authority/department/office exclusively pertaining to the SAID PENTHOUSE and/or on the consideration amount if any shall be borne by the PURCHASER. The SAID PENTHOUSE is completed in all respect and in ready condition with occupancy certificate and so no GST is payable

on the sale consideration amount in the present sale. House tax in respect to the SAID PENTHOUSE shall be paid by the PURCHASER.

- b. Any levy or tax of any nature, including VAT (Value Added Tax) and Sales Tax, GST if levied on the project EDCON RIO GRANDE or on individual Penthouse in EDCON RIO GRANDE including the SAID PENTHOUSE and any incidental expenses shall be borne by the PURCHASER in such manner and proportion as may be decided by the DEVELOPERS. (This clause can't be changed)
- c. Any taxes, GST, charges, levy or outgoings levied by the Municipality/Corporation of City of Panaji or any other competent authority exclusively pertaining to the SAID PENTHOUSE shall be borne by the PURCHASER, from the date of possession.
- d. All the charges mentioned in clause 7 (a) to 7 (c) above do not form part of the total consideration as mentioned hereinabove.

#### **8. VARIATIONS IN PLANS:**

The PURCHASER have clearly understood and agreed that the DEVELOPERS shall be entitled, and are hereby permitted to make such variations and alterations/revision in the building plans/SAID PENTHOUSE or in the layout/elevation of the building/SAID PENTHOUSE including relocating the open spaces/all structures/buildings/ and/or varying the location of the access to the building, but without reducing the super built-up area of the SAID PENTHOUSE. The PURCHASER hereby give their no objection to the above and it shall be considered as consent in writing of the PURCHASER required by law and the PURCHASER shall not question this act of the DEVELOPERS under any circumstances now or in future. (This clause can't be changed)

#### **9. FORMATION OF ENTITY:**

- a. The DEVELOPERS shall assist the PURCHASER and the other PENTHOUSE / PREMISES HOLDER in forming an Association of Owners / maintenance society or such other entity only for maintaining the SAID PROPERTY and/or EDCON RIO GRANDE and the portion of the SAID PROPERTY on which it is constructed.

- b. It shall be entirely at the discretion of the DEVELOPERS to decide whether to form an Association of Owners / maintenance society or such other entity (hereinafter referred to as the ENTITY).
- c. When the DEVELOPERS take a decision in this matter, the PURCHASER and other PREMISES HOLDER of EDCON RIO GRANDE shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the ENTITY as and when called upon by the DEVELOPERS.
- d. The PURCHASER and the persons to whom SAID PENTHOUSE 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.
- e. The PURCHASER hereby agree and undertake to be member of the ENTITY to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the DEVELOPERS the same within 10 (ten) days of the same being intimated by the DEVELOPERS to the PURCHASER.
- f. No objection shall be given by the PURCHASER if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- g. The PURCHASER 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 DEVELOPERS and of the other Premises holders in EDCON RIO GRANDE.
- h. Till the ENTITY is formed and/or registered the PURCHASER together with other Premises HOLDER shall be subject to the overall authority and control of the DEVELOPERS in respect of any matter concerning the SAID PROPERTY or portion thereof or the SAID PENTHOUSE, or EDCON RIO GRANDE.

- i. The DEVELOPERS shall be in absolute control of those premises in EDCON RIO GRANDE, which remain/s unsold. Should the DEVELOPERS decide to retain any portion in EDCON RIO GRANDE they shall join the ENTITY along with the other PREMISES HOLDER.
- j. All papers pertaining to the formation of the ENTITY and the rules and regulations thereof shall be prepared by the DEVELOPERS or by the Advocate of the DEVELOPERS.
- k. All costs, charges, expenses, for the formation of the ENTITY and the rules and regulations shall be borne by the PURCHASER together with other PENTHOUSE / PREMISES HOLDER in such proportion as may be decided by the DEVELOPERS and/or the ENTITY. (it is not considered in the cost sheet besides for Rs. 500/- membership)

#### 10. TRANSFER:

- a. The CONFIRMING PARTY at the request of the DEVELOPERS shall:
  - i. convey unto the PURCHASER, the SAID PENTHOUSE,&
  - ii. execute the Conveyance of the undivided share of the portion of the SAID PROPERTY or the portion thereof on which EDCON RIO GRANDE is constructed, proportionate to the super built up area of the SAID PENTHOUSE unto the PURCHASER or convey the SAID PROPERTY in favour Of ENTITY, in such manner, as may be determined by the DEVELOPERS.
- b. All costs, charges, expenses etc. including stamp duty registration charges or any other expenses in connection with preparation, execution and registration of deed of conveyance/sale deed shall be borne by the PURCHASER.

#### 11. INFRASTRUCTURE TAX, COMMON EXPENDITURE, MEMBERSHIP FEES:

- a. The PURCHASER on delivery of the SAID PENTHOUSE agrees to pay to the DEVELOPERS:
  - i. Rs 29,735/- (Rupees Twenty Nine Thousand Seven Hundred Thirty Five Only) towards Infrastructure Tax, which is non refundable, presently charged @ Rs. 250/- (Rupees Two Hundred and Fifty only) per sq. meter

of super built up area of the SAID PENTHOUSE and of the incidence of basement, if any.

- ii. Rs.1,18,940 /- (Rupees One Lakh Eighteen Thousand Nine Hundred Forty Only) as deposit, which is non-refundable, (calculated @ Rs. 1,000/- (Rupees One Thousand only) per sq. mts. of the super built up area of the SAID PENTHOUSE, interest on which, 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 be used to meet the common expenditure pertaining to the maintenance of EDCON RIO GRANDE and SAID PROPERTY.
- iii. Rs.42,818 /-(Rupees Forty Two Thousand Eight Hundred Eighteen Only) shall be paid along with applicable goods and services tax (GST) to the DEVELOPERS/ENTITY as maintenance charges on yearly basis towards the payment of common expenses like lift maintenance, common electricity, water supply, housekeeping of the entire building which includes open spaces around the building, basement, staircases, lift, fire escape etc. The said charge is calculated @ Rs. 30/- (Rupees Thirty only) per sq.mts of super built up area. The PURCHASER on and from the date of delivery of the SAID PENTHOUSE shall pay said yearly maintenance charges at the beginning of every year, for which it is due and payable towards the payment of common expenses of EDCON RIO GRANDE such as lift, electricity, water charges, security, housekeeping of the building etc. The PURCHASER shall not stop/commit default in payment of said yearly maintenance charges for any reason whatsoever nature. In case of any discrepancy of whatsoever nature as regards to the payment of said yearly maintenance charges, it shall not entitle the PURCHASER to stop effecting the said yearly maintenance charges or any other payment by or under this Agreement.
- iv. Rs. 500/- (Rupees Five Hundred Only) towards membership of the ENTITY.
- b. The DEVELOPERS shall, after, formation of the ENTITY, hand over the amount of said deposit and membership fees, after deduction if any, to the ENTITY.

- c. If the DEVELOPERS and/or the ENTITY are of the opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of EDCON RIO GRANDE, the DEVELOPERS and/or the ENTITY are authorized to increase the aforesaid deposit/ monthly contribution with an intimation to the PURCHASER and the PURCHASER shall be bound to pay the same within 15 days from the date of such intimation.
- d. In case the PURCHASERS stop or commit default in payment of said yearly maintenance charges for any reasons whatsoever nature, in such an event the PURCHASER will not be eligible for use of any common services like lift, common electricity, water supply, housekeeping, sewage disposal, if any, drainage, if any, etc. in building EDCON RIO GRANDE and the DEVELOPERS shall be entitled to restrain the PURCHASER from using such services, apart from such other action being taken by them and also for recovery of the said amount through the civil court/governmental authorities. Further the DEVELOPERS / Entity, to be formed, will be entitled to charge simple interest @ 18% per annum on the defaulted amount of yearly maintenance charges.
- e. The PURCHASER have agreed with the DEVELOPERS that in the event there is break down of any common services like lift, water pumps, water supply, electricity, generators, housekeeping, security, etc. in such an event, the PURCHASER shall not stop the yearly maintenance charges or claim any reduction in the yearly maintenance charges as fixed in terms of clauses hereof, nor shall seek any damages/compensation from the DEVELOPERS /ENTITY to be formed.

**12. USE OF CERTAIN FACILITIES:**

- a. The conditions and restrictions cast by the DEVELOPERS or the ENTITY in relation to the use of facilities and the timings of their use etc. in EDCON RIO GRANDE shall be binding on all the PURCHASER/users and the DEVELOPERS or the ENTITY, as the case may be, shall be entitled to refrain PURCHASER/any other person from using such facilities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time.



- b. The DEVELOPERS shall be entitled to allot, put to use or in any manner deal with the common amenities / special amenities in EDCON RIO GRANDE / SAID PROPERTY subject to such payment as may be fixed by the DEVELOPERS from time to time. The conditions and restrictions cast by the DEVELOPERS in relation to the use of said common / special amenities and the timings of their use etc., shall be binding on the PURCHASER and the DEVELOPERS shall be entitled to restrain the PURCHASER or any person from using such amenities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time.

13. **PARKING:**

- a. The car parking lot in the basement floor in EDCON RIO GRANDE/SAID PROPERTY may be allotted to the PURCHASER/ the other PREMISES HOLDER of EDCON RIO GRANDE as per its availability and at the sole discretion of the DEVELOPERS and such car park lot, if any requested by the PURCHASER or other PREMISES HOLDER of EDCON RIO GRANDE will be allotted on first come first serve basis.
- b. The DEVELOPERS are entitled to accept or reject any such request for car parking lot sought by the PURCHASER or the other PREMISES HOLDER of EDCON RIO GRANDE at the sole discretion of the DEVELOPERS and the PURCHASER shall not be entitled to question such discretion of the DEVELOPERS under any circumstances, or to claim car parking lot as a matter of right.
- c. The PURCHASER has requested the DEVELOPERS and the DEVELOPERS have agreed to allot for the exclusive use of the PURCHASER car parking lot in the basement of EDCON RIO GRANDE which is delineated in the red colour outline in the plan annexed herewith.
- d. The PURCHASER / the other PREMISES HOLDER of EDCON RIO GRANDE shall not enclose the said 01 car parking lot with any wall/fence and shall not use any other car parking lot for the purpose of parking their car and shall not block the entrance to the basement/stilt or any other facility by parking their car nor permit/allow visitors of the PURCHASER to park

their vehicle/s in the basement/stilt car parking lots or open space car parking lots of EDCON RIO GRANDE/SAID PROPERTY.

- e. The car parking lot shall not be considered for calculation of any fund as contemplated in clause 11(a), sub clauses (i), (ii), (iii) & (iv), written hereinabove or any other fund/charge to be created hereinafter.
- f. The car parking in the basement floor/open space car parking in the SAID PROPERTY, if allotted, shall be at the sole risk and liability of the PURCHASER and the PURCHASER shall not hold the DEVELOPERS including the security personnel responsible for any theft / loss/ damage to cars / vehicles and the PURCHASER shall take up all insurances in that regard.

**14. GENERAL:**

- a. The PURCHASER confirm having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/permissions/ noc's/license relating to the SAID PENTHOUSE and EDCON RIO GRANDE and confirms having taken physical inspection of the site/building or cause the same to be inspected and satisfied themselves as to its area, location, size and dimensions.
- b. It is clearly understood and agreed by and between the parties hereto that the DEVELOPERS shall have the unqualified and unfettered right to hold, allot, lease or give it on leave and license basis, to anyone of their choice, the terrace above the last floor of EDCON RIO GRANDE subject to the necessary means of access to be permitted for such purposes so as to reach the water tank, lift room, water pipelines and such other common facilities/ amenities, if any, of the said building of EDCON RIO GRANDE and the said terrace area shall not be considered for calculation of any fund as contemplated in clause 11(a), sub clauses (i), (ii), (iii), (iv) & (v) written hereinabove or any other fund/charge to be created hereinafter as the maintenance of the said terrace will be taken care of by the DEVELOPERS exclusively. The PURCHASER do hereby give his **consent** to the above and on execution of this Agreement for Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society or such other

Society/Entity as and when formed, shall not claim any right or question this decision of the DEVELOPERS under any circumstances.

- c. It is clearly understood that the DEVELOPERS shall be entitled to allot, absolutely hold, dispose off, put to use or in any manner to deal with the basement car park, stilt car park, open space car park, other spaces and amenities of EDCON RIO GRANDE / SAID PROPERTY and the PURCHASER shall not question this act of the DEVELOPERS under any circumstances now or in future.
- d. The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the DEVELOPERS may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the DEVELOPERS and the PURCHASER.
- e. The PURCHASER shall display their signage only on the space allotted to them and the PURCHASER shall not use any other portion of the building or the open space to display any signage/hoarding or name board. For the purpose of uniformity on the exterior facade of EDCON RIO GRANDE, the PURCHASER shall use the design of grills as given by the DEVELOPERS. The PURCHASER shall take care to see that wires of any electrical/telephone/TV/broadband used in the SAID PENTHOUSE shall be exclusively drawn from the conduits/spaces provided by the DEVELOPERS. The PURCHASER shall not change the appearance of the exterior façade of the SAID PENTHOUSE or the building provided by the DEVELOPERS in any manner and without the written permission of the DEVELOPERS or the entity. The PURCHASER shall dispose the garbage generated from the SAID PENTHOUSE without causing any nuisance to the other premises HOLDER of EDCON RIO GRANDE. The PURCHASER shall use proper piping or conduiting to dispose off the water flowing from the air conditioner if installed in the SAID PENTHOUSE without causing any nuisance to other PREMISES HOLDER of EDCON RIO GRANDE and shall take the consent of the DEVELOPERS in writing with respect to determining the location for installing the air conditioning units on any external part of the building. The PURCHASER shall not enclose or erect any wall/fence or dump any material in the open space available.

- f. All letters, reminders, notices communications to the PURCHASER, by or under this Agreement or otherwise shall be addressed on the following address:

**Mr. Siddhiraj Jaiprakash Pednekar,**  
**r/o Sriram, Plot No.4, Gomeco**  
**HSG Society, Bambolim Complex, North Goa,**  
**Pin Code: 403202**  
**Contact No:9403061199.**  
**Email Id :jptechatronics@gmail.com**

Any change in the above address shall be notified by the PURCHASER to the DEVELOPERS in writing. Until and unless the communication of such change in address is received by the DEVELOPERS the above address shall be deemed to be the valid and existing address of the PURCHASER. Any letters, reminders, notices, documents, papers, etc. served at the said notified address or at the changed address by Regd. A.D. or Under Certificate of Posting shall be deemed to have been lawfully served on the PURCHASER.

- g. All letters, communications etc. to the DEVELOPERS by or under this Agreement or otherwise shall strictly be by registered A.D. or Under Certificate of Posting and shall be addressed to its Partners Mr. Edwin de Menezes or Mr. Cedric A. Vaz on the following address:

**Edcon Real Estate Developers,**  
**5<sup>th</sup> Floor, Siddharth Bandodkar Bhavan,**  
**Above Axis Bank, Dr. P. Shirgaonkar Road,**  
**Panaji, Goa.**

- h. The Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall ensure for the benefit of the DEVELOPERS alone without any rebate to the PURCHASER and the DEVELOPERS alone shall be entitle to construct on the same. The PURCHASER do hereby give his **consent** to the above and on execution of this Agreement it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society / any other Entity as and when formed, shall

not claim any right or question this decision of the DEVELOPERS under any circumstances.

- i. The common amenities such as verandas, passages, lift, staircase, landing & fire escape, are for common use of all the owners of Penthouse/Flat premises holder of building EDCON RIO GRANDE and the PURCHASER shall not appropriate any part thereof for her exclusive use or personal benefit and shall not keep/store any item/material on the same. Furthermore the PURCHASER shall not cause nuisance/disturbance to the other Penthouse/Flat premises holder of EDCON RIO GRANDE.
- j. All disputes which may arise between the parties to this Agreement in relation to any matter whatsoever concerning this Agreement shall be adjudicated by the courts at Panaji, Goa only.
- k. Any expenses incurred in providing temporary supplies such as water/electricity for the occupation of the SAID PENTHOUSE shall be borne by the PURCHASER.
- l. The PURCHASER have agreed that the DEVELOPERS shall not be responsible in case of theft/ damage/ loss of any common items/material such as lift/ transformers/ electrical fittings / generators / tiles/ pavers etc in EDCON RIO GRANDE /SAID PROPERTY and the PURCHASER hereby indemnifies and keep indemnified the DEVELOPERS in respect to the same.
- m. Subject to what is stated herein, upon delivery of the SAID PENTHOUSE, the PURCHASER discharge the DEVELOPERS from all its obligation/liabilities under this agreement in respect to SAID PENTHOUSE/ EDCON RIO GRANDE. Further the DEVELOPERS shall not be held responsible in any manner for the accident/damage that may occur to any person / building EDCON RIO GRANDE /SAID PROPERTY, for any reason of whatsoever nature.
- n. The PURCHASER shall obtain their electric connection from the respective Government departments at their own cost and expense. The DEVELOPERS shall provide the PURCHASER with the application for obtaining electric connection and the required electrical test report pertaining to the effect that the works are executed as per Government regulations which is sufficient for obtaining electrical connections. The

PURCHASER agree to sign the application for obtaining electric connection and such other papers that may be required, and the DEVELOPERS agree to submit the same to the Electricity department for obtaining the electric connection and follow up the same with the Electricity department and all such charges payable towards the electric connection including the meter charges, installation charges, electrical test report charges, labour charges and such other miscellaneous charges with applicable GST shall be borne and paid by the PURCHASER to the DEVELOPERS and the PURCHASER agree to pay the same to the DEVELOPERS as and when called upon to pay by the DEVELOPERS so as to enable the DEVELOPERS to pay the same to the Electricity department.

- o. The proportionate costs, charges, expenses, towards the electrical installation as prescribed by the Electricity Department including the transformers charges, RMO, LV Panel and such other allied items and fitting/installation charges for obtaining the power connection to the EDCON PINTO RIO GRANDE/individual Penthouses, shall be borne and paid by the PURCHASER to the DEVELOPERS with applicable GST, in such proportion as may be decided by the DEVELOPERS and the PURCHASER have agreed to pay such charges as and when intimated by the DEVELOPERS.
- p. The PURCHASER have taken inspection, to their full satisfaction, of SAID PENTHOUSE and have satisfied themselves as to its area, location, size, dimensions and specifications.
- q. The current market value of the SAID PENTHOUSE along with the proportionate undivided share of land in the SAID PROPERTY is **Rs.1,00,00,000/-(Rupees One Crore Only).**
- r. At present the possession of the SAID PENTHOUSE has not been handed over to the PURCHASER.
- s. Stamp duty and registration charges towards this Agreement for Sale shall be borne and paid by the PURCHASER alone.

#### **SCHEDULE No. I**

#### **(DESCRIPTION OF THE SAID PROPERTY)**

All that property known as Lote A and Lote B of “Segundo Cunto Quegdicho”, situated at Campal, in the city of Panaji, Taluka Tiswadi, North Goa District and State of Goa. The SAID PROPERTY is situated within the limits of the Corporation of the City of Panaji (erstwhile Panaji Municipal Council), and not inscribed and described in the Land Registration office and is surveyed under Chalta No. 3/A P.T. Sheet No. 81, of City Survey, Panaji.

The SAID PROPERTY admeasures 5622 sq.mts approx. and is bounded as under:

ON THE NORTH: by property bearing Chalta No. 1 of P. T. Sheet No. 82;

ON THE SOUTH: by property bearing Chalta No. 4, 5 and 10 of P. T. Sheet No. 81;

ON THE EAST: by property bearing Chalta No. 3 and 4 of P. T. Sheet No. 81;

ON THE WEST: by 8 m wide road.

#### **SCHEDULE No. II**

##### **(DESCRIPTION OF THE SAID PENTHOUSE No. C-804)**

Penthouse on the **Eighth** floor bearing No. **C-801**, admeasuring totally admeasuring **118.94** sq. mts. of super built up area (which includes the proportionate incidence of common passages, landings, toilet block, lift, staircase, walls, fire escape etc), in Block **C** of **EDCON RIO GRANDE** alongwith the open terrace area of **91.54** sq.mts and the corresponding carpet area being **82.80** sq. mts. The SAID PENTHOUSE is shown delineated in red colour outline in the plan annexed.

**IN WITNESS WHEREOF** the parties hereto have signed and set their hands to this Agreement, on the day, month and year first hereinabove mentioned.

(SIGNED SEALED AND DELIVERED

By the within named DEVELOPERS)

**EDCON REAL ESTATE DEVELOPERS**

Through its Partner

**ENG. EDWIN DE MENEZES** \_\_\_\_\_

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**L.H.F.P.**

**R.H.F.P.**

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(SIGNED SEALED AND DELIVERED

By the within named DEVELOPERS)

**EDCON REAL ESTATE DEVELOPERS**

Through its Partner



ENG.CEDRIC A. VAZ

L.H.F.P.

R.H.F.P.

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(SIGNED SEALED AND DELIVERED

by the within named PURCHASER)

MR. SIDDHIRAJ JAIPRAKASH  
PEDNEKAR

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**L.H.F.P.**

**R.H.F.P.**

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(SIGNED SEALED AND DELIVERED

By the within named CONFIRMING PARTIES)

- 1. MR. OLIVIO AGNELO DA CRUZ PINTO
- 2. MRS. PRUDENCIA C. PINTO
- 3. MR. FELINTO C.X.O. PINTO
- 4. MRS. MARIA HELLEN BRAGANZA
- 5. MR. BERNADO SAVIO PINTO
- 6. MRS. MARGARITA BRITTO
- 7. MISS ELMA SACRAMENTA BELIZA PINTO
- 8. MRS. MARIA SILVINA A. PINTO,
- 9. MR. XAVIER GRACIAS
- 10. MR. BARNABE F. X. PINTO
- 11. MRS. JASMINE B. FURTADO
- 12. MR. JAIME F. L. PINTO
- 13. MR. FRANCISCO C. DA CRUZ PINTO
- 14. MRS. BERTHA FERNANDES
- 15. MRS. LUCIA J. PINTO D, SOUZA
- 16. MR. HENRIQUE D’SOUZA

Represented herein by their duly constituted

Power of Attorney holder

ENG. CEDRIC A . VAZ \_\_\_\_\_

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**L.H.F.P.**

**R.H.F.P.**

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IN THE PRESENCE OF:

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**N.B.:** The Partner of the DEVELOPERS ENG. EDWIN DE MENEZES, is represented herein by his duly constituted Power of Attorney holder, Advocate Sarvesh M. Rivonkar, son of Mr. Manohar Rivonkar, 41 years of age, Advocate, married, Indian National, PAN Card No. AJTPR4258B and resident of PENTHOUSE No. S-2, Shah Residency, Mesta Bhat, Mercedes, Tiswadi, Goa, to admit execution of this Agreement for Sale by virtue of Power of Attorney dated 12/08/2009, duly executed before the Sub Registrar of Tiswadi at Panaji, Goa, under Serial No. 41/2009.