

AGREEMENT OF CONSTRUCTION AND SALE

This AGREEMENT OF CONSTRUCTION AND SALE is made and executed at _____ Goa, on this ___ day of _____ of the year 2021.

B E T W E E N

(1) **Mr. SAMIK DILIP GOSALIA**, age 35 years, son of late Dilip Manilal Gosalia alias Deelip Manilal Gosalia, married, occupation – Business, Indian National holding PAN CARD no. _____ and AADHAAR CARD _____ (Mob no. _____) and his wife (1A) **Mrs. RACHNA BIPINKUMAR MEHTA also known as RACHNA SAMIK GOSALIA**, 31 years of age, daughter of Mr. Bipinkumar Mehta, married, occupation – Business, Indian National holding PAN CARD no. _____ and AADHAAR CARD no. _____, both residents of House no.406, Carriamoddi, Kakoda, Curchorem, Goa 403706, and hereinafter referred to as the “OWNERS” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators, legal representatives and assigns).

Mrs. **Rachna Bipinkumar Mehta also known as Rachna Samik Gosalia** is represented herein by her constituted attorney, her husband, Mr. Samik Dilip Gosalia, vide Power of Attorney executed before the Notary Rajendra T. Naik, at Curchorem, on 08th July 2021 and registered under Reg. no.3626/2021.

A N D

RUMEET DWELLERS PRIVATE LIMITED, a private limited company incorporated under the Companies Act 1956 in the office of Registrar of Companies, Maharashtra, Mumbai, under Corporate Identity Number _____ on 02nd December 2010, having its registered office at 102/B, Rumeet Apartment, G.P. Chowdhary Lane, Near Isckon, Juhu,

Mumbai, 400049; having PAN CARD no. _____, hereinafter referred to as the "DEVELOPER"(which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its Directors, executors, administrators, successors-in-title, legal representatives and assigns) represented herein by its Director, Mr. RUMEET SHARAD GOSALIA, aged about 37 years, son of late Sharad M. Gosalia, married, occupation - business, holding PAN CARD no. _____ and AADHAAR CARD no. _____, Indian National (Mob no.9820039390) resident of B/201, Status Residency, Padre Pedro Ferrao Road, Behind South District Collectorate Headquarters, Bolepand, Fatorda, Margao, Goa; authorized vide a Board Resolution passed at the meeting of Board of Directors of the Company held on _____.

A N D

Mr. _____ hereinafter referred to as "THE PROSPECTIVE HOLDER" (which expression shall mean and include his/her/their heirs, successors, legal representatives, administrators, executors & assigns).

WHEREAS there exists a property which is 1/4th of the entire property now itself a distinct and independent property denominated CODPAMORDI by other name SONXEAMORDI, situated at Xeldem, taluka of Quepem, which is fully described in Schedule 'T' hereto, and shall hereinafter be referred to as the "SAID PROPERTY".

AND WHEREAS the SAID PROPERTY belonged to PUNDOLICA TUCOBA NAIQUE and his wife ZANTABAI PUNDOLICA NAIQUE.

AND WHEREAS said PundolicaTucobaNaique and his wife XantabaiPundolicaNaique sold the Half of the said property to Mr. DilipkumarManilalGosalia, then a minor and who was represented by his father administrator

ManilalKhodidasGosalia, vide a Deed of Sale with Quittance of price dated 12th October 1965 recorded at page 13 onwards of Notarial book no.562 of the Assistant of Notarial Office of Quepem.

AND WHEREAS the said Deed of Sale with Quittance of Price was subsequently rectified by a Deed of Rectification dated 19th February 1970 recorded at page 17 onwards of Notarial book no.567 owing to a mistake wherein said PundolicaTucobaNaique and his wife had actually sold 1/4th of the said property, however, by mistake, in the principal Deed it was mentioned as Half of the said property.

AND WHEREAS said DilipkumarManilalGosalia also known as DILIP MANILAL GOSALIA expired and upon his death, his wife namely DIVYA DILIP GOSALIA instituted inventory proceedings in the Court of IIIrd Addl. Adhoc Civil Judge Senior Division at Margao, being Special Inventory Proceedings no.37/2017/III, wherein, the entire estate was listed and the 1/4th of the said property was divided into various plots and were enlisted under ITEM nos.2, 3,4 and 5.

AND WHEREAS in the said Inventory Proceedings, said DivyaDilipGosalia and her children namely (i) Mr. SamikDilipGosalia married to RachnaBipinkumar Mehta and (ii) Mrs. MishaDilipGosalia also known as MishaRushabSavla married to RusabhSurendraSavla, subsequently filed Consent Terms along with Scheme of Partition, wherein ITEM no.1 was allotted to said DivyaDilipGosalia and ITEM no.2, ITEM no.3, ITEM no.4 and ITEM no.5 were allotted to the son SamikDilipGosalia and his wife RachnaBipinkumar Mehta i.e. the OWNERS herein.

AND WHEREAS subsequently the OWNERS filed an application for partitioning of the ITEM no.3 of the SAID PROPERTY in order to obtainseparate sub-division number, and accordingly the Deputy Collector and Sub Divisional

Officer, Quepem, vide Order dated 26/11/2019 in Case no.LRC/PART/QPM/XEL/328/2019/4430 dated 26/11/2019 allowed the application for partition and accordingly, ITEM no.3 of the SAID PROPERTY was allotted a new sub-division number being Survey no.173 Sub-division no.3-L, admeasuring 1350sq. mts., which is better described in Schedule '**II**' hereto, and shall hereinafter be referred to as the "SAID PLOT".

AND WHEREAS in view of the above, the OWNERS are the exclusive owners in possession of the SAID PLOT.

AND WHEREAS the names of said SAMIK DILIP GOSALIA and his wife RACHNA SAMIK GOSALIA appear in the column "Name of Occupant" of Form I & XIV in respect of the SAID PLOT.

AND WHEREAS vide an Agreement of Development and Sale executed at Quepem, Goa, on 28th July, 2021, duly registered in the office of the Sub Registrar of Quepem, under Reg. no.QPM-1-390-2021 on 04th August 2021, the OWNERS herein have entrusted the work of development of the SAID PLOT and to carry out construction of building/s therein, to the DEVELOPER herein.

AND WHEREAS as per the said Agreement of Development and Sale dated 28th July 2021, the DEVELOPER has agreed to construct and allot to the OWNERS, premises in the building/s to be constructed in the SAID PLOT, which premises are better described in **SCHEDULE 'III'** hereto, and the DEVELOPER has full right and authority to sell the rest of the premises in the building/s to be constructed in the SAID PLOT, to prospective purchasers of his/its choice.

AND WHEREAS the OWNERS have obtained Conversion Sanad from the Office of the Dy. Collector and S.D.O. _____, for change of use of land, for the purpose of

residential use, under Sanad No. _____ dated _____ in respect of the SAID PLOT bearing Survey no. _____ admeasuring _____ sq. mts.

AND WHEREAS the OWNERS and DEVELOPR have proposed a Scheme for the development and construction of shops and multifamily dwelling units in the SAID PLOT.

AND WHEREAS for the purpose of such development, the OWNERS have sought following permissions: -

- a) Technical Clearance Order dated 21st April 2021 under Ref. no.TPQ/CT/7277/Q-Xeldem/173/3-L/2021/777 from the Deputy Town Planner, Town and Country Planning Department, Quepem, for carrying out the proposed construction of shops and multi family dwelling units and part compound wall in the property/SAID PLOT bearing survey no.173/3-L of village Xeldem of Quepem taluka.
- b) No Objection Certificate dated 09th June 2021 under no.CHC/Cur/NOC/2021-22/343 from the Health Officer, Community Health Centre, Curchorem, Goa, confirming and certifying that he has inspected the construction site of residential cum commercial building in Survey no.173/3-L at Xeldem village of Quepem taluka and has no objection to the said construction from the sanitation point of view.
- c) Construction License from the Village Panchayat of Xeldem, under No.VP/X/Const.Licence/2021-22/246 dated 05th July 2021, for carrying out the construction of Shops and multifamily dwelling units and part compound wall in the property situated at village Xeldem of Quepem taluka, bearing survey no.173/3-L.

AND WHEREAS based on the above referred permissions and approvals, the DEVELOPER has commenced the construction

of the project, and have named the entire project as "DILIP FORTUNA".

AND WHEREAS the entire project of development has been registered under the Real Estate Regulatory Act, 2016 (RERA) under Registration No. _____ as per the Registration Certificate of Project dated _____ issued by the Goa Real Estate Regulatory Authority, Panaji, Goa.

AND WHEREAS the PROSPECTIVE HOLDER herein has taken inspection of the title documents of the OWNERS and the DEVELOPER of the SAID PLOT and are satisfied about the same.

AND WHEREAS the PROSPECTIVE HOLDER has approached the DEVELOPER with a request that, upon completion of the construction by the DEVELOPER on their own account, of the Building/s in the SAID PART, the OWNERS and the DEVELOPER shall sell to the PROSPECTIVE HOLDER a premises being **Flat/Shop** bearing **no.** _____ admeasuring super built-up area of _____ **sq. mts.** (carpet area _____ sq. mts.) located on the _____ FLOOR, in the Building "_____" of the project **DILIP FORTUNA** (as shown in the plan annexed in RED colour lines) together with proportionate undivided share in the SAID PLOT, for the price stipulated herein, which **Flat/Shop no.** _____ is fully described in **SCHEDULE 'IV'** hereto, and the said **Flat/Shop** together with proportionate undivided share in the SAID PLOT shall hereinafter be referred to as the "**SAID PREMISES**".

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunto record such terms of Agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER :

Definitions:

1. For the purposes of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-

(a) “the said premises” shall mean the Flat/Apartment/Shops described in the **SCHEDULE ‘IV’** hereinafter written at the conclusion of this Agreement together with the proportionate undivided share in the SAID PLOT;

(b) “the said property” shall mean the property described in **SCHEDULE ‘I’** hereinafter written at the conclusion of this Agreement and “the said Plot” shall mean the property described in **SCHEDULE ‘II’**;

(c) “service” in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his office staff or family member; but in case it is sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.

(d) “super built-up area” shall mean a total area obtained after adding to the built-up area of the premises, such additional area that shall be derived after multiplying the buildup area of the premises by a fraction obtained upon dividing the total common area by the total build up area of the entire building.

Project name:

2. The name of the project i.e., of the Residential cum Commercial complex _____ to be constructed by the DEVELOPER in the SAID PLOT, shall be known as “DILIP FORTUNA”.

Transaction:

3. The DEVELOPER shall construct, on its own account, the said building/s, proposed by them to be constructed in the SAID PLOT, and thereafter the OWNERS and the DEVELOPER shall sell unto the PROSPECTIVE HOLDER the said flat/shop/office described in the **SCHEDULE ‘IV’** hereto, being one of the premises, together with proportionate undivided share in the SAID PLOT.

4. The proposed sale of the SAID PREMISES shall include the sale of the SAID PREMISES described in the **SCHEDULE ‘IV’** hereto and marked in RED colour lines in the PLAN annexed to this Agreement, as also proportionate undivided share in the SAID PLOT

described in SCHEDULE II hereto. The PROSPECTIVE HOLDER shall bear the cost of the stamp duty and registration fee relating to the SAID PREMISES.

5. It shall be obligatory upon the DEVELOPER to construct the SAID PREMISES, so to be purchased by the PROSPECTIVE HOLDER, upon minimum compliance of the specifications contained in the **ANNEXURE-I** hereto and as per the layout shown in RED colour lines in the PLAN annexed hereto.

Consideration & payment thereof:

6A. The aggregate amount, inclusive of the sale price of the SAID PREMISES, the sale price of the proportionate undivided share in the SAID PLOT, payable by the PROSPECTIVE HOLDER to the DEVELOPER in respect of the sale of the SAID PREMISES hereby agreed to be made in favour of the PROSPECTIVE HOLDER shall be **Rs.** _____ and the same shall be paid in the manner mentioned in the **SCHEDULE 'V'** hereinafter appearing.

6B. The PROSPECTIVE HOLDER shall be liable to pay GST @ _____% on the respective installments, at the time of payment of the same to the DEVELOPER.

6C. In case the PROSPECTIVE HOLDER requires any extra amenities other than those specified in the **ANNEXURE** and/or desires use of any materials other than those specified in the Annexure and/or desires any changes, all of which falling within the rules and regulations of the competent authorities, the DEVELOPER may provide the same and/or take up the execution of such changes and/or providing of material desired by the PROSPECTIVE HOLDER, provided the additional expenditure of the same is paid by the PROSPECTIVE HOLDER to the DEVELOPER in advance, before taking up the work of said changes and before providing of extra and/or different materials. However, the DEVELOPER shall have absolute discretion in not taking up any changes as desired by the PROSPECTIVE HOLDER.

7. It is hereby clarified that, the Service Tax or any other Tax if made applicable at any time, by any statute, shall be borne and paid

by the PROSPECTIVE HOLDER immediately on demand by the DEVELOPER.

8. The total sum mentioned in the **Clause-6A and Clause-6B** hereinabove written, shall be payable by the PROSPECTIVE HOLDER to the DEVELOPER only by way of crossed Account Payee Cheque or Banker's Demand Draft or Pay Order, payable at _____ in the manner stipulated in the **SCHEDULE 'V'** hereinafter appearing. However, in this sole discretion and subject to the restriction put by any law in force, the DEVELOPER may receive any amount in cash from the PROSPECTIVE HOLDER, for which a receipt acknowledging the payments, shall be delivered by the DEVELOPER to the PROSPECTIVE HOLDER.

9. No amount paid by Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the DEVELOPER, until the value thereof is realized in the Bank Account of the DEVELOPER.

Essence of contract:

10. The parties do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any installments or part thereof shall be deemed to be the reasonable time and cause for the DEVELOPER to terminate this Agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the DEVELOPER shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the DEVELOPER and that it shall not affect the right of the DEVELOPER to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further installments herein specified. In case of delayed payment, penalty of 18% shall be paid by the PROSPECTIVE HOLDER to the DEVELOPER on the amount payable, from the date of default till the actual payment.

Termination:

11. However, in case of delay in making payment of any of the installments by the PROSPECTIVE HOLDER, the DEVELOPER shall issue a notice in writing in that regard to the PROSPECTIVE HOLDER at the address mentioned herein, and if the entire defaulted amount is not paid to the DEVELOPER within ten days from the date of service of such Notice, then this Agreement shall be deemed to have been validly terminated without need of any further Notice to that effect to the PROSPECTIVE HOLDER, even though the money till then received from the PROSPECTIVE HOLDER is not returned by the DEVELOPER to the PROSPECTIVE HOLDER.

Return of money & place of refund:

12. In case of such termination, the DEVELOPER shall repay to the PROSPECTIVE HOLDER the entire amount actually received till then by the DEVELOPER from or on behalf of the PROSPECTIVE HOLDER, except the amount of Service Tax contained therein, only upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the entire amount received from or on behalf of the PROSPECTIVE HOLDER. No interest shall be payable, at all, by the DEVELOPER on such amounts to be refunded. Administrative charges to the tune of **10%** shall be deducted on the sale amount.

13. It is specifically agreed that such refund shall be collected by the PROSPECTIVE HOLDER from the Head Office of the DEVELOPER by giving to the DEVELOPER, at least, 48 hours notice, prior to arrival of the PROSPECTIVE HOLDER to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.

Compliance of obligations under FEMA:

14. If the PROSPECTIVE HOLDER are not Indian Citizens, but is/are Indian Citizen/s Resident/s Outside India or Person/s of Indian Origin but had earlier held Indian passport, then all the payment under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further the PROSPECTIVE HOLDER shall also comply with all the requirements of the Foreign Exchange

Management Act, 1999, (FEMA) and the Rules and Regulations made there under.

Alteration in the layout of the said premises or changes in the specification and plans:

15. The DEVELOPER is entitled to alter the plans of construction of the said premises/Building, as per the requirement of the architect/engineer or the sanctioning authorities, provided, such alteration of the plans of construction shall not affect the construction of the SAID PREMISES agreed to be sold to the PROSPECTIVE HOLDER under this Agreement. The DEVELOPER shall be entitled to use and consume more FAR if permissible now or at a later date and may construct additional premises and dispose them.

Inspection of the said premises and documents:

16. It shall be the obligation of the PROSPECTIVE HOLDER to inspect or to get inspected from the authorized representative, the construction of the SAID PREMISES, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by the PROSPECTIVE HOLDER or the authorized representative, in writing, while such work is in progress or within one week from date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the PROSPECTIVE HOLDER.

17. The PROSPECTIVE HOLDER hereby agree and declare that the PROSPECTIVE HOLDER have inspected all the title documents of title pertaining to the said property/SAID PLOT, and also all the approvals, permissions, licences etc., obtained for the construction of the building, including the plans approved there under and that the PROSPECTIVE HOLDER is/are fully satisfied about the title of the OWNERS regarding the SAID PLOT being free of all encumbrances; and about the authority of the DEVELOPER to execute this Agreement and about the legality of the construction of the said building/s.

18. At the time of taking delivery of the SAID PREMISES, the PROSPECTIVE HOLDER shall thoroughly inspect or get inspected the SAID PREMISES for the quality of construction and for defects, if any, and get the same cured before taking delivery of the same. After the delivery of the SAID PREMISES is taken over by the PROSPECTIVE HOLDER from the DEVELOPER, the PROSPECTIVE HOLDER shall be forbidden from raising any claim against the DEVELOPER and/or OWNERS of whatsoever nature.

Completion and delivery:

19. Upon the receipt of total consideration as mentioned under **Clause-6A and 6B** above and upon receipt of other amounts payable under **Clauses-24** of this Agreement, the DEVELOPER shall deliver unto the PROSPECTIVE HOLDERS the SAID PREMISES and shall also execute and/or cause to execute a document of transfer in respect of the SAID PREMISES unto the PROSPECTIVE HOLDER, however, subject to completion of the entire project in the SAID PLOT by the DEVELOPER

20. Subject to the conditions of payment of installments and other payments to be made by the PROSPECTIVE HOLDER to the DEVELOPER as stipulated herein, the DEVELOPER shall upon its due completion, tender delivery of the SAID PREMISES to the PROSPECTIVE HOLDER, **on or before** _____

21. The DEVELOPER shall not incur any liability if he is unable to complete the SAID PREMISES and/or deliver the possession of the SAID PREMISES to the PROSPECTIVE HOLDER within the period stipulated herein, if the completion of the project is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God, or as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or on account of any court order or for any other reason or unforeseen circumstances, beyond the control of the DEVELOPER. In any of the aforesaid events, the DEVELOPER shall be entitled to reasonable extension of time for delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.

22. At the time of taking delivery of the SAID PREMISES from the DEVELOPER, the PROSPECTIVE HOLDER, shall sign and execute the following :-

- (a) "Letter of Possession" based on the standard format of the DEVELOPER, which shall be the only proof and document of taking delivery of the SAID PREMISES by the PROSPECTIVE HOLDER from the DEVELOPER;
- (b) Transfer Form for House-tax transfer, and application, undertaking, affidavit etc.;
- (c) Transfer Form for Electricity connection transfer and water connection transfer, application, undertaking, affidavit, etc.
- (d) Entity or Maintenance Society formation papers.

Formation of an entity or Co-operative Maintenance Society:

23. The PROSPECTIVE HOLDER shall join as members of the Entity or Registered Co-operative Maintenance Society, to be formed by the DEVELOPER, for the purposes of maintenance of the common amenities provided to the entire complex and for this purpose shall sign all necessary papers, bye-laws, undertakings, declarations etc., and shall make payment of such fees and charges as may be fixed by such entity or society for the purposes of maintenance of the common amenities.

23A. The Transfer of the said building/s along with the land in favour of the Entity or Registered Co-operative Maintenance Society shall be effected only upon completion of the entire project. It is understood between the parties that if at any time in future, the DEVELOPER decides to amalgamate the SAID PLOT with the surrounding/adjacent properties, for the purpose of balance development of the additional area, the DEVELOPER shall have full right and authority to do the same, subject to necessary permissions obtained from the concerned authorities and in that event, the PROSPECTIVE HOLDER shall not have any say or object or interfere in the proposed construction of the building/s in the said amalgamated area.

Other amounts payable under this Agreement:

24. The PROSPECTIVE HOLDER hereby agree and undertake to pay to the DEVELOPER, before taking delivery of possession of the SAID PREMISES or on demand, the following amounts:-

- (a) The charges for obtaining electric connection as well as for obtaining common water connection shall be as per the actual expenses and the bills submitted by the respective departments.
- (b) Electricity charges as per the bills raised by the Electricity Department in respect of the SAID PREMISES from the date of connection;
- (c) Water charges as per the bills raised by the Public Works Department in respect of the SAID PREMISES, from the date of connection;
- (d) House-Tax in respect of the SAID PREMISES;
- (e) Infrastructure-Tax in respect of the SAID PREMISES, as may be levied and collected or to be collected by the competent authorities and any other new taxes, value added tax, or service charges introduced by the Central Government and/or the State Government;
- (f) Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority, in respect of the SAID PREMISES;
- (g) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other documents or finalising the final Deed of Transfer by virtue of this Agreement in favour of the PROSPECTIVE HOLDER.
- (h) **Rs.** _____ per square metre towards contribution for the formation of the society and Society maintenance fund, the actual expenses/consideration shall be charged in advance to the PROSPECTIVE HOLDER before taking the possession of the premises and after formation of the Society, the fund if any shall be transferred to the Society.

Transfer and use of the said premises:

25. The PROSPECTIVE HOLDER shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the PROSPECTIVE HOLDER first take possession of the SAID PREMISES from the DEVELOPER.

26. The PROSPECTIVE HOLDER shall use the said Flat/Shop for residential/commercial purpose only. After handing over of the premises, the PROSPECTIVE HOLDER shall not carry out any construction of whatsoever nature to the same without the prior permission of the DEVELOPER and the society. The PROSPECTIVE HOLDER shall use only the parking space allotted to him/her by the DEVELOPER.

27. The PROSPECTIVE HOLDER shall not have any right to the open terrace, open spaces or any other area until the same is transferred either in their individual name or in the name of the Entity or Society and the DEVELOPER shall be free to use the same in the manner, they deem fit and proper.

Service of notice:

28. Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE HOLDER by the DEVELOPER, shall be deemed to be served on the PROSPECTIVE HOLDER, if the same is sent through registered post A/D, at the following name and address:

Settlement of Disputes:

29. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the SAID PREMISES, or time fixed for the payment of installments, shall be finally settled by a certificate of such stage or final Completion Certificate by the Architect or RCC Consultant and such certificate shall be binding on the parties hereto.

30. In the event of any dispute arising between the parties hereto and settlement of which is not otherwise provided in this Agreement, the parties hereto agree that the matter shall be referred to the RCC Consultant to the Project and/or the Architect to the Project, for his conciliation and decision. In the event of further disputes, the matter will be referred to the arbitrators under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Margao, Goa.

Transfer of House-Tax and Electricity & Water connection

31. Upon taking delivery of the SAID PREMISES, it shall be the responsibility of the PROSPECTIVE HOLDER to get the house-tax records, electricity connection and water connection, in respect of the SAID PREMISES transferred in the name of the PROSPECTIVE HOLDER, at the cost and expense of the PROSPECTIVE HOLDER, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

Other conditions:

32. At the time of execution of the Deed of Sale/Transfer, the same shall be a tripartite document wherein, along with the DEVELOPER and PROSPECTIVE HOLDER, the OWNERS shall be a party to the same as owners of the SAID PLOT.

33. The OWNERS shall not incur any liability or responsibility for any act done by the DEVELOPER at the time of sale of the premises to the PROSPECTIVE HOLDER and the DEVELOPER shall at all times, indemnify the OWNERS against any act or incident done by the DEVELOPER during the stage of construction of premises.

34. In the event the Society or any Legal Entity cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the DEVELOPER shall convey unto the PROSPECTIVE HOLDER, the **Said Flat/Shop/Office** along with the undivided share of the SAID PLOT, proportionate to the built up area of the **said Flat/Shop/Office** unto the PROSPECTIVE HOLDER, in such manner, as may be determined by the DEVELOPER.

35. In case the DEVELOPER undertakes the work of providing any additional amenities or facilities under any Government Rule or Regulation and such work entails additional cost, the same shall be borne by the PROSPECTIVE HOLDER proportionately, and such additional cost shall be paid prior to the DEVELOPER undertaking such work.

36. It is further made clear that all the costs and expenses in preparing, executing and registering such document of transfer of

SAID PREMISES together with proportionate undivided share in the land, including the stamp duty and registration charges, shall be borne and paid by the PROSPECTIVE HOLDER.

37. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the SAID PLOT or any portion thereof. Such demands or assignments or conveyance shall be only effected by way of delivery of possession of the SAID PREMISES to be effected or caused to be effected by the DEVELOPER.

38. It is clearly understood between the parties that the possession of SAID PREMISES is not handed over by the DEVELOPER to the PROSPECTIVE HOLDER under this Agreement, which shall be evinced by way of executing a separate appropriate document between the parties hereto.

39. All the documents to be executed between the PROSPECTIVE HOLDER and the DEVELOPER shall be prepared by the Advocate of the DEVELOPER at the expense of the PROSPECTIVE HOLDER.

40. All the parties hereto shall specifically perform this Agreement.

41. The market value of the SAID PREMISES is **Rs.** _____ - accordingly stamp duty of **3% i.e. Rs.** _____ is affixed to this Agreement which is paid by the PROSPECTIVE HOLDER.

Schedule - I

Description of said property

1/4th of the property or land denominated CODPAMORDI by other name SONXEAMORDI, situated at Xeldem of Quepem taluka, state of Goa, described in the land registration office of this comarca under no.15254 at page 63 of book B-42 and enrolled under Matriz no.349, which property is identified in the survey records of village panchayat of Xeldem, under survey no.173/3(part), and as per the land registration records, is bounded as under :-

On the East – with reserved road and beyond which lies the land “Caregale” of Luis Jose de Souza;

On the West and North – with the land named “Codpamordi” of Comunidade of Xeldem and

On the South – with the land “Fatorgale” of Santana Pereira and land “Pontebandulam” of temple of XrySantery of Xeldem;

Schedule - II
(Description of SAID PLOT)

All that PLOT no.1 which is an independent plot having an area of 1,350 sq. mts. of the property known as CODPAMORDI by other name SONXEAMORDI described in Schedule ‘I’ above, situated at Xeldem of Quepem taluka, state of Goa, described in the land registration office under no.15,254 at page 63 of book B 42 and enrolled under Matriz no.349, which PLOT no.1 is identified in the survey records of village panchayat of Xeldem under Survey no.173/3-L, and is bounded as under :-

On the East–by road;

On the West–by Survey no.173/3, 173/3-A and 173/3-D

On the North–by Survey no.173/3;

On the South–by Survey no.172/2;

The said Plot is shown in the plan annexed hereto marked in RED colour lines.

Schedule – III

Description of Premises to be allotted to the OWNERS –

Shops no. 001, 002, 003 and 004 admeasuring total area 89.91 sq. mtrs. on ground floor of the building

Flat no. A/101, A/102 and A/103 admeasuring total area 251.02 sq. mtrs. on first floor of the building

Flat no. A/201, A/202 and A/203 admeasuring total area 251.02 sq. mtrs. on second floor of the building.

Schedule - IV

Description of Flat/Shop/Office agreed to be sold to the PROSPECTIVE HOLDER

All that **Flat/Shop/Office bearing no.**_____ admeasuring super built-up area of _____ sq. mts. (Carpet area – _____ sq. mts.), located on the _____ FLOOR, in the building “_____”,as

shown in the plan annexed hereto, in the project DILIP FORTUNA constructed in the SAID PLOT, which **Flat/Shop/Office** is bounded as under –

on the East –by_____

on the West–by _____-

on the North - by _____

on the South - by _____

Schedule – V

PAYMENT SCHEDULE of Rs. _____

- 1) Rs. _____ at the time of booking;
- 2) Rs. _____ shall be paid within _____ months from the date of execution of this Agreement;
- 3) Rs. _____ shall be paid within _____ months from the date of execution of this Agreement;
- 4) Rs. _____ shall be paid at the time of taking possession of the said premises.

Annexure I - Specifications

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first herein above written.

OWNERS

DEVELOPER

PROSPECTIVE HOLDER -