

AGREEMENT FOR SALE

THIS AGREEMENT is made at Vasco Da Gama, on this ____ day of _____ 20__.

BETWEEN:

M/S. MANAS DEVELOPERS, a sole proprietorship firm, having its office at plot No. 22/B, Ground Floor, Happy Home Housing Co-operative Society, La Campala, Miramar, Panaji, Goa,-403 001, herein represented by its sole proprietor, **MR. TANMAY ULHAS KHOLKAR** alias **JEVOTTAM ULHAS KHOLKAR**, son of Mr. UlhasMahabaleshwarKholkar, aged about 42 years, married, businessman, having PAN Card No. ADRPK1581A, Aadhaar Card No. 6603 8907 4764, Email id: tanmaykholkar@gmail.com, Contact No. 0832-2463533 and his wife, **MRS. KRUPA TANMAY KHOLKAR**, daughter of Mr. Kamlesh H. Chokshi, aged about 36 years, married, businesswoman, having PAN Card No. AKWPK2145G, Aadhaar Card No. **2650 3777 5487**, Email id: krupakholkar@gmail.com, Contact No. 0832-2463533, both Indian Nationals and residing at Block A, AdwalpalkarSheltar, Caranzalem, Taleigao, Tiswadi, North Goa, through her husband and Constituted Attorney, **MR. TANMAY ULHAS KHOLKAR** alias **JEVOTTAM ULHAS KHOLKAR**, son of Mr. UlhasMahabaleshwarKholkar, aged about 42 years, married, businessman, having PAN Card No. ADRPK1581A, Aadhaar Card No. 6603 8907 4764, Email id: tanmaykholkar@gmail.com, Contact No. 0832-2463533, vide Power of Attorney dated 15/04/2013, duly registered before the Notary and Advocate Ashok S. Mashelkar at Panaji, Goa, under Notarial registration No.1088 dated 15/04/2013 hereinafter jointly referred to as **"DEVELOPERS"/"BUILDERS"/"PROMOTERS"** (which expression shall, unless repugnant to context or meaning thereof, include their heirs, successors-in-title, legal representatives and assigns) of the **FIRST PART**.

Mr/Mrs _____, s/o
 of _____, age _____ years ,
 _____, Assessed to Income Tax under Permanent
 Account Number _____ having Aadhar card
 no. _____, mobile
 no. _____, _____ National, residing

hereinafter referred to as '**THE PURCHASER**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assigns, persons claiming by under or through such **PURCHASER** including his successors in interest) of the **SECOND PART**.

AND.

MR. LEONCIO F. V. DESOUZA alias **LEVANCIO V. F. D'SOUZA**, son of late Mr. Andre Antonio Sebastiao De Souza, aged about 56 years, businessman, having PAN Card No. AAHPD2550P, and his wife, **MRS. ZONUNTHARI**, wife of Mr. Levancio V. F. D'souza, aged about 55 years, housewife, having PAN Card No. AAHPZ0282A, both Indian Nationals and residing at House No. 182, Near Old M.P.T. Hospital Desterro, Vasco da Gama, Goa-403 802, both represented by their Constituted Attorney, **MR. TANMAY ULHAS KHOLKAR** alias **JEVOTTAM ULHAS KHOLKAR**, son of Mr. UlhasMahabaleshwarKholkar, aged about 42 years, married, businessman, Indian National and residing at Block A, AdwalpalkarSheltar, Caranzalem, Taleigao, Tiswadi, South Goa, Goa, having PAN Card No. ADRPK1581A, Aadhaar Card No. 6603 8907 4764, Email id: tanmaykholkar@gmail.com, Contact No. 0832-2463533, vide Power of Attorney dated 21/03/2016, duly registered before the Sub-

Registrar of Mormugao, Vasco da Gama, Goa, under registration No. **MOR-BKPOA-00001-2016**, CD No. MORD13, dated 21/03/2016, hereinafter referred to as the **"OWNER/CONFIRMING PARTIES"** (which expression shall, unless repugnant to context or meaning thereof, include their heirs, successors, legal representatives and assigns) of the **THIRD PART**

All the parties to this Agreement are Indian Nationals.

A N D W H E R E A S:

1. There exists all that piece and parcel of land admeasuring 6150 sq. mts., bearing Survey No. 102/7, known as "SANTHANA BHAT" or "SANTANA BATA", situated at Cortalim, within the jurisdiction and limits of Village Panchayat of Cortalim-Quellossim, Taluka Registration and Sub-District of Mormugao, District South Goa, in the State of Goa, which property is described in the Office of the Land Registrar of Salcete under No. 37417 at folio B-96 and enrolled in the Taluka Revenue Office under Matriz No. 188 of Cortalim and more particularly described in **SCHEDULE-I** hereunder and hereinafter referred to as the **"SAID LARGER PROPERTY"**.
2. AND WHEREAS the **"SAID LARGER PROPERTY"** was originally found inscribed in favour of Laurencio Rodrigues under Inscription No. 34508 at Folio 101 overleaf of Book G No. 29 in the office of the Land Registrar of Salcete, the same being gifted to him by his parents Santana Rodrigues and Rosa Maria Campos, vide Deed of Gift dated 30-12-1940 duly registered in the office of the Notary Francisco Xavier Roque D'Cruz.

3. AND WHEREAS Fr. Laurengo Rodriguesby a Deed of Gift dated 29/05/1995 registered with the Sub-Registrar of Mormugao, under No. 273 at pages 146 to 162 of Book No. 1, Volume No. 144 dated 5/06/1995, has gifted an area of 225 sq. mts. along with a house bearing House No. 107 out of the SAID LARGER PROPERTY, to his niece, Mrs. Maria Bernadette Cardozo.
4. AND WHEREAS Fr. Laurengo Rodrigues made a Public will dated 23-06-2000drawn before Notary Public Ex-Officio, Judicial Division of Salcete, Shri. P.S.S. Boro, Fr. Laurengo Rodrigues bequeathed the remaining part of the SAID LARGER PROPERTY along with a house bearing No. 108 to his nephews Jose Maria Rodrigues, Mr. James Denis Rodrigues and Mr. Charles Martin Rodrigues.
5. AND WHEREAS the aforesaid Fr. Laurengo Rodrigues expired on 21/06/2002 and his will came to be operative, thereby making his nephews Mr. Jose M. Rodrigues, Mr. James Denis Rodrigues and Mr. Charles Martin Rodrigues as Co ownersof the SAID LARGER PROPERTY along with Mrs. Maria Bernadette Cardozo and her husband Joao Carazo.
6. AND WHEREAS the said Mr. Jose M. Rodrigues, Mr. James Denis Rodrigues and Mr. Charles Martin Rodrigues along with Mrs. Maria Bernadette Cardozo and her husband Joao Carazo become the absolute owner in possession and enjoyment of the SAID LARGER PROPERTY.
7. AND WHEREAS vide a Deed of Release and Surrender of Lease dated 15/02/2008, duly registered with the Sub-Registrar of Mormugao, under No. 393 at pages 28 to 49 of Book No. 1, Volume No. 806 dated 7/03/2008, the said Mr. YeshwantPalekar and his wife, Mrs. VasantiPalekar, has surrendered and released their lease rights to House No. 107 admeasuring an area of 87 sq. mts. in favour of Mr.

Jose M. Rodrigues, Mr. James Denis Rodrigues, Mr. Charles Martin Rodrigues, Mrs. Maria Bernadette Cardozo and her husband, Mr. Joao Cardozo

8. AND WHEREAS the said Mr. Jose M. Rodrigues, Mr. James Denis Rodrigues and Mr. Charles Martin Rodrigues and Mrs. Maria Bernadette Cardozo along with her husband sold a part of the SAID LARGER PROPERTY identified as plot B admeasuring 300 sq.mts, to ShriChetankumarPalekar, the said Deed of Sale dated 15/02/2008 was duly registered with the Sub-Registrar of Mormugao, under No. 275 at pages 249 to 277 of Book No. 1, Volume No. 797 dated 19/02/2008.
9. AND WHEREAS subsequent to the purchase of the said plot identified as plot B, the said Mr. ChetankumarPalekar has partitioned the said plot B from the SAID LARGER PROPERTY vide Order of the Dy. Collector of Mormugao in Case No. LRC/PART/45/08/454 dated 23/10/2008 and accordingly the said plot B admeasuring 300 sq. mts. was allotted a separate Survey No. 102/7-B.
10. AND WHEREAS the original owners Mr. Jose M. Rodrigues, Mr. James Denis Rodrigues and Mr. Charles Martin Rodrigues, Mrs. Maria Bernadette Cardozo along with her husband, Mr. Joao Cardozo sold the remaining part of the SAID LARGER PROPERTY admeasuring 5850 sq. mts to Mr. Leoncio Francisco Vincent De Souza alias Levancio Vincent Francis D'Souza vide Deed of Sale dated 20/02/2008 duly registered with the Sub-Registrar of Mormugao, under No. 299 at pages 186 to 210 of Book No. 1, Volume No. 799 dated 22/02/2008, the area admeasuring 5850 sq. mts.is more particularly described in the Schedule-II hereunder and hereinafter shall referred to as the SAID PROPERTY for the sake of brevity.

11. AND WHEREAS subsequent to the purchase of the SAID PROPERTY, said OWNERS/CONFIRMING PARTY, has obtained the conversion SANAD with respect to an area of 3092 sq. mts. from the office of the Collector, South Goa, under order No. AC-II/SG/CONV/49/2009/7448.
12. AND WHEREAS the OWNERS/CONFIRMING PARTY has entered into an Agreement for Development dated 21/03/2016, with the BUILDER/DEVELOPER, the said Agreement for Development was duly registered with the Sub-Registrar of Mormugao, under Book-1 Document, Registration No. MOR-BK1-00515-2016, CD No. MORD13, dated 21/03/2016.
13. AND WHEREAS subsequent to the execution of the Agreement for Development with the BUILDER/DEVELOPER, the OWNERS/CONFIRMING PARTY, have also executed a General Power of Attorney dated 31-03-2016 in favour of the proprietor of the BUILDER/DEVELOPER, Mr. Tanmay Ulhas Kholkar alias Jevottam Ulhas Kholkar, the said Power of Attorney was duly registered with the Sub-Registrar of Mormugao, Vasco da Gama, Goa, under Book-1 Document, registration No. MOR-BKPOA-00001-2016, CD No. MORD13, dated 21/03/2016.
14. AND WHEREAS the BUILDER/DEVELOPER has duly obtained the technical clearance Order for construction building plans consisting of Block A, B and C from the Town and Country Planning Department, Mormugao, Goavide permission No. OH/4566/5/MTP/2016/778 dated 6/12/2016.
15. AND WHEREAS the Village Panchayat of Cortalim-Quellossim has also granted the construction licence vide Reference No. VP/CQ/ ConstLicence/42/2016-17/2568 dated 22/12/2016.
16. AND WHEREAS the Medical Officer, P.H.C., Cortalim, Goa, has also granted a NOC vide his No Objection Certificate No. PHC/CORT/NOC/ CONST/16-17/1172.

17. AND WHEREAS the "BUILDER/DEVELOPER" is in the process of constructing multistoried buildings to be known as "MANAS PELA CAPELA", over the SAID PROPERTY.

18. AND WHEREAS Block A of the said complex "MANAS PELA CAPELA", shall be consisting of stilt floor which shall have the society office, toilet and staircase, with built-up area of 97.36 sq. mts., ground floor consisting of shops having built-up area of 669.37 sq. mts., stilt car parking area of 303.77 sq. mts. The first floor shall have 6 flats, 101 to 106 along with open terrace the details of which is mentioned hereunder:

First Floor	Carpet Area (sq. mts.)	Super Built-up Area (sq. mts.)	Open Terrace (sq. mts.)
101	71.05	90.67	75.25
102	45.15	58.04	20.35
103	46.97	61.08	34.22
104	51.50	65.60	17.05
105	70.62	90.12	18.18
106	71.05	90.67	-----
Second Floor	Carpet Area (sq. mts.)	Super Built-up Area (sq. mts.)	Open Terrace (sq. mts.)
201	71.05	90.67	----
202	45.15	58.04	----
203	46.97	61.08	----
204	51.50	65.60	----
205	70.62	90.12	----
206	71.05	90.67	----

19. AND WHEREAS Block B of the said complex "MANAS PELA CAPELA", shall consist of the following the details of which are mentioned hereunder:

Ground Floor	Carpet Area (sq. mts.)	Super Built-up Area (sq. mts.)	Open Terrace (sq. mts.)
101	71.05	98.29	----
102	71.05	98.93	----
First Floor			
201	71.05	98.29	----
202	71.05	98.93	----
Second Floor			
301	71.05	98.29	----
302	71.05	98.94	----
303	71.05	98.69	----
304	71.05	98.29	----
Third Floor			
401	71.05	98.29	----
402	71.05	98.94	----
403	71.05	98.69	----
404	71.05	98.29	----
Fourth Floor			
501	71.05	98.54	----
502	71.05	98.43	----

Fifth Floor			
601	71.05	98.54	----
602	71.05	98.43	----

20. AND WHEREAS Block C of the said complex "MANAS PELA CAPELA", shall consisting the following the details of which are mentioned hereunder:

Villa	Carpet Area (sq. mts.)	Super Built-up Area (sq. mts.)	Open Terrace (sq. mts.)
Ground Floor + 1	193.1	196.07	22.73

21. **AND WHEREAS** the BUILDER/DEVELOPER has registered the Project under the provisions of the Act

22. **AND WHEREAS** the BUILDER/DEVELOPER has appointed a Structural Engineer and architect for the preparation of the structural design and drawings of the buildings and the BUILDER/DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the BUILDER/DEVELOPER shall, in its discretion,

have the right to remove and substitute the Structural Engineers and / or Architect until the said entire Project shall be completely developed.

23. **AND WHEREAS** on demand from the PURCHASER/s, the BUILDER/DEVELOPER has given inspection to the PURCHASER/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the BUILDER/DEVELOPER's Architects and of such other documents as are specified under the Act and the Rules and Regulations made there under. The PURCHASER/s has got the same independently verified and is duly satisfied with the same.

24. **AND WHEREAS** the authenticated copies of the building plans and specifications of Unit agreed to be purchased by the PURCHASER/s, as sanctioned and approved by the local authority have been inspected by the PURCHASER

25. **AND WHEREAS** while sanctioning the said 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 BUILDER/DEVELOPER while developing the Project Land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

26. **AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and the PURCHASER/s, having fully understood all the disclosures made by the BUILDER/DEVELOPER, the BUILDER/DEVELOPER hereby agrees to sell and the PURCHASER/s hereby agrees to purchase the FLAT and the proportionate rights in the common general areas and common parking areas.

27. **AND WHEREAS** the purchaser has approached the BUILDER/DEVELOPER, to purchase all that Flat being Flat No. _____ admeasuring _____ sq. mts. of carpet

area which is equivalent to _____ sq. mts. of built-up area along with proportionate share in the SAID PROPERTY, situated on the _____ Floor of the building _____ of the complex to be known as "MANAS PELA CAPELA", hereinafter referred to as the "**SAID FLAT**", for the sake of brevity.

28. AND WHEREAS the BUILDER/DEVELOPER has agreed to sell the **SAID FLAT** the PURCHASER for a consideration of Rs. _____/- **(Rupees**
 _____ **only)** which consideration includes the cost of the undivided proportionate share in the SAID PROPERTY subject to the further terms and conditions hereafter appearing.
29. The PURCHASER hereby agrees and declares that prior to the execution hereof, he has made independent inquiries and satisfied himself as to the marketability of the title of the OWNERS/CONFIRMING PARTY to the SAID PROPERTY more particularly described in the SECOND SCHEDULE hereunder written and has fully satisfied himself as to the authority of the BUILDER/DEVELOPER to develop and sell the same.
30. AND WHEREAS The PURCHASER has agreed to pay the abovesaid sum of Rs. _____/- **(Rupees** -
 _____ **only)** and the other incidental amounts in the manner stipulated herein and has also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES: /

- a)** The BUILDER/DEVELOPER agrees to sell to the PURCHASER, and the PURCHASER has agreed to purchase from the

BUILDER/DEVELOPER, the SAID FLAT being Flat No. _____admeasuring _____ sq. mts. of carpet area which is equivalent to _____ sq. mts. of built-up area along with proportionate share in the SAID PROPERTY, situated on the _____ Floor of the building _____ of the complex to be known as "**MANAS PELA CAPELA**", along with _____ parking, more particularly described in SCHEDULE-III hereunder written and shown delineated in red boundary line on the plan annexed hereto.

- b) The BUILDER/DEVELOPER shall provide the PURCHASER a car parking lot on Open to sky. The BUILDER/DEVELOPER reserve the right to unilaterally change the location and/or the size/dimensions of the car parking lot now earmarked for the PURCHASER.
- c) The SAID FLAT shall be sold as an immovable property by way of execution and registration of the requisite Agreement for Sale in the manner stipulated hereinafter.

2. CONSIDERATION:

- a) In consideration of the purchase of the SAID FLAT, the PURCHASER agrees to pay to the BUILDER/DEVELOPER, a sum of Rs. _____/- (**Rupees** _____ **only**), being the proportionate price of common areas the above price does not includes expenses for stamp duty, registration and other taxes applicable under the law ,the said agreed consideration is subject to the mode of payment specified in Schedule No. IV on or before the dates provided therein.

- b) The above said sum of Rs. _____/-
(Rupees _____only)
 includes the cost of the incidence of land proportionate to the super built up area of the SAID FLAT, the PURCHASER shall pay the above agreed consideration by Cheque/Demand Draft/Bank Pay order issued on/in favor of **M/S.MANAS DEVELOPERS** according to schedule of payment mentioned in SCHEDULE-IV herein below. The PURCHASER shall make payments of all instalments towards the agreed consideration to the BUILDER/DEVELOPER by Demand draft or Local Cheque. If the PURCHASERS make payment of any such installments by way of out station cheques, then in such event, the date of payment of such amount represented in the cheque shall be the date when the amount is credited in the account of **M/S. MANAS DEVELOPERS** after deducting there from the amount of commission charged for clearance of such cheque by the Bank to **M/S.MANAS DEVELOPERS**.
- c) The consideration of the said flat/accommodation as agreed between the "DEVELOPER"/ "BUILDER"/"PROMOTER" and the Purchaser herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said flat/accommodation. This agreement is executed by the parties hereto under the Ownership Flats Act, and stamp duty for this transaction is payable as per the Goa Stamp Act as amended from time to time. The Flat Purchaser/s herein has paid stamp duty of Rs. _____/-
(Rupees _____Only) on the carpet area of _____ sq mtrs.. which is equivalent to built up area of _____ Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith.

- c. The PURCHASER hereby agrees that timely payment of the consideration referred to in Schedule IV below shall be the essence of the contract. Therefore the Purchaser hereby undertakes to pay to the BUILDER/DEVELOPER balance consideration of the purchase price on its due dates without default and not to withhold the same or any of them on any ground whatsoever including that on non-compliance of any such obligations on part of the BUILDER/DEVELOPER under the agreement, which may be beyond the control of the BUILDER/DEVELOPER or otherwise.
- d. It is agreed by and between the parties hereto that if for any reason whatsoever the PURCHASER fails or delays to make payment of any of the said dues within 15 days from the date of written intimation by the BUILDER/DEVELOPER on the dates stipulated therefore, then in that event the BUILDER/DEVELOPER will have a option either to terminate these present or accept interest from the PURCHASER at such rate that is at the two per cent above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount becomes due. If the BUILDER/DEVELOPER exercise his said option to terminate these present on the ground mentioned above and does so terminate the same, it shall repay to the PURCHASER such amount paid to it ,[save and except a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) which shall stand forfeited] by the PURCHASER without interest. In such event the PURCHASER shall only have a money claim simplicitor on the BUILDER/DEVELOPER for refund of all such amount due to the PURCHASER from the BUILDER/DEVELOPER. Upon the termination, the Purchaser shall have no right,

title, interest, claim or demand or dispute of any nature whatsoever either against the BUILDER/DEVELOPER/CONFIRMING PARTY or their successors or assigns or over the said Flat or any part thereof and the BUILDER/DEVELOPER shall be entitled to deal with and dispose of the SAID FLAT to any other person/as they may desire without recourse or reference to the PURCHASER. Further the BUILDER/DEVELOPER are liable to make such refunds only after the BUILDER/DEVELOPER have resold the SAID FLAT and after the BUILDER/DEVELOPER have received monies due from any such new prospective Purchaser of the SAID FLAT.

- i. The BUILDER/DEVELOPER shall have a first lien and charge on the SAID FLAT agreed to be sold to the PURCHASER, in respect of any amount payable by the PURCHASER to the BUILDER/DEVELOPER under the terms and conditions of this Agreement.

ci. DELIVERY, USE AND MAINTENANCE OF THE FLAT:

- a. The BUILDER/DEVELOPER shall complete the SAID FLAT within 36 months from the date of signing this Agreement, subject to an extension of further 6 months; and after obtaining the Occupancy Certificate from the Competent Authorities, hand over its delivery to the PURCHASE, PROVIDED the PURCHASER shall have made payment of the installments towards the purchase price of the SAID FLAT and other charges deposits mentioned herein and as agreed upon without delay for the times stipulated for payment thereof .
- b. Notwithstanding anything to the contrary stated elsewhere in these presents, it is agreed by and between the parties hereto that the BUILDER/DEVELOPER

shall always be entitled to one or more reasonable extensions of time with regard to the said date of delivery of the physical possession of the said Flat to the Purchasers on any ground beyond his control including the following:

- i. Non availability of cement steel and other building materials.
- ii. War Civil Commotion or Act of God.
- iii. Any notice, order, rule, notification of Government and or Municipality/Panchayat and or any other public or Competent Authority which prevents the BUILDER/DEVELOPER from carrying out the work of Development and construction over the Said Property.
- iv. Any delay on part of Village PanchayatCortalim - Quellossimor any other Public Authority in issuing or granting necessary certificate/NOC/Permission /License to the said complex under construction by the BUILDER/DEVELOPER over the SAID PROPERTY.
- v. Force-majeure causes or other reasons beyond the control of the BUILDER/DEVELOPER.
- vi. Any additional work in the SAID FLAT undertaken by the BUILDER/DEVELOPER at the instance of the PURCHASERS.
- vii. Any delay or default by the PURCHASERS in making payments as per terms and conditions of this present agreement (without prejudice to the rights of the BUILDER/DEVELOPER under this agreement).

C.The BUILDER/DEVELOPER shall upon obtaining necessary Occupancy Certificate shall be entitled to give fifteen days written notice to the Purchaser and call upon the Purchaser inter alia to:-

a) Pay to him the entire remaining and balance amount of the sale price together with various deposit-amounts as well as all other amounts payable under these presents.

b) in the event that if at all Deed of Conveyance to be executed as the Builders so desire, pay the necessary stamp duty charges and registration fees for the Deed of Conveyance of the said building in order to have same registered with the concerned Registrar.

c) And thereafter to take possession within 7 days.

D. Commencing a week after notice is given by the BUILDER/DEVELOPER to the PURCHASER that the said unit is ready for occupation ,the PURCHASER agree and bind/s himself to pay a proportionate share as may be determined by the BUILDER/DEVELOPER of all the outgoing in respect of the said property and the building thereon including all Government rates taxes and charges and all other outgoing and expenses of and incidental to the management and maintenance of the SAID PROPERTY and the building thereon .The PURCHASER shall indemnify and keep indemnified the BUILDER/DEVELOPER against the taxes and other payments and expenses. If, on account of failure on the part of the PURCHASER of any flats to pay such proportionate share any concern authority takes any action for recovery of the same ,the BUILDER/DEVELOPER shall not be responsible or liable for any loss or damages which may be suffered by the PURCHASER, on account of the said action. Commencing from the aforesaid date and until the SAID PROPERTY and the Building thereon is

transferred by the BUILDER/DEVELOPER along with the CONFIRMING PARTY to the said Entity to be formed by execution of documents of transfer as hereinafter provided and or the possession of the SAID PROPERTY and building thereon is delivered by the BUILDER/DEVELOPER along with the CONFIRMING PARTY to the said Entity and intimation of the same is received by the PURCHASER from the BUILDER/DEVELOPER, the PURCHASERS shall be bound and liable to pay to the BUILDER/DEVELOPER regularly and punctually all contributions and other amounts to be paid by the PURCHASER to the BUILDER/DEVELOPER under this agreement and the PURCHASER shall not withhold any such payment to the BUILDER/DEVELOPER. **The PURCHASERS shall be liable to make payment of interest at the such rate of two per cent above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount becomes due on any such contribution liable to be made by him/her/them from the date the same become payable up to payment thereof .**

E. The BUILDER/DEVELOPER, upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance of this Agreement and shall not be responsible in any manner whatsoever if the PURCHASER delays in taking delivery of the SAID FLAT.

F. Failure to take delivery of the SAID FLAT will not exonerate the PURCHASER from the liability to pay the outgoings such as Panchayat Taxes, etc. from the date of the Occupancy Certificate.

- G. From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID FLAT) in "MANAS PELA CAPELA" shall be of the respective PURCHASERS and the responsibility/liability with respect to the common amenities of "MANAS PELA CAPELA" and looking after the upkeep thereof shall be solely that of the respective PURCHASERS.
- H. If for reasons other than the ones stipulated hereinabove, the BUILDER/ DEVELOPER are unable to or fail to give delivery of the SAID FLAT to the PURCHASER within the date specified in Clause 3above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER shall give notice to the BUILDER/DEVELOPER terminating this Agreement, in which event, the BUILDER/DEVELOPER shall within 30 days from the receipt of such notice, refund to the PURCHASER the amounts, if any, that may have been received by the BUILDER/DEVELOPER from the PURCHASER in respect of the SAID FLAT without interest.
- I. The BUILDER/DEVELOPER shall pay to the PURCHASER a sum of Rs.50,000/-(Rupees FiftyThousand Only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the SAID FLAT or arising out of this Agreement, and the BUILDER/DEVELOPER shall be at liberty to allot, sell and dispose off the SAID FLAT to any other person for such consideration and upon such terms and conditions as the BUILDER/DEVELOPER may deem fit.

- J. The PURCHASER bind himself and all the persons in whose hands the SAID FLAT may come shall use the SAID FLAT only for the purpose of residence. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause nuisance or inconvenience to the other premises owners in the said **"MANAS PELA CAPELA"**.
- K. The PURCHASER bind themselves and all the persons in whose hands the SAID FLAT may come shall from the date of possession, maintain the SAID FLAT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, atcost, in good and tenantable repair and condition, and shall not do or suffer to be done anything in or to the SAID FLAT 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 Village Panchayat 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.
- L. The PURCHASER bind himself and all the persons in whose hands the SAID FLAT may come shall not make any such addition or alteration due to which the elevation and outside colour scheme of the said building is altered, nor to do or permit to be done any act or thing which may render void or voidable any insurance of the said PROPERTY and the said building/FLAT constructed thereon or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

- M. The PURCHASER shall not let, sub-let, sell, transfer, assign or part with interest under or benefit of this Agreement or part with delivery of the SAID FLAT until all the dues payable by to the BUILDER/DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASER has not been guilty of breach for non-observance of any of the terms and/or conditions of this Agreement.
- N. If the PURCHASER sell, transfer, assign or part with the interest under or benefit of this Agreement at any time before all the premises in "MANAS PELA CAPELA" are sold out, the PURCHASER shall ensure that the consideration of such new sale/transfer shall not be less than the market price i.e. the selling price quoted by the BUILDER/DEVELOPER, as prevailing on the date of the new sale/transfer; and the PURCHASER agree to pay to the BUILDER/DEVELOPER a transfer charge fixed at 2% of the consideration of such new sale/transfer on or before signing or execution of any document/s thereto.

4.DEFECTS:

- a. Upon the PURCHASER taking delivery of the SAID FLAT, the PURCHASER shall have no claim against the BUILDER/DEVELOPER in respect of any item of work in the SAID FLAT, which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the BUILDER/DEVELOPER shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.
- b. The defect liability period shall be for a maximum period of 60months from the date of Occupancy

Certificate, which shall be limited to defects in construction material only i.e. material used for building structure, and not on outsourced materials. This DLP shall not cover force majeure situations such as damages resulting by reason of war, civil commotion or any act of God or negligence while carrying out interior/renovation work in the SAID FLAT by the PURCHASER or his authorized person.

5. TAXES/OUTGOINGS:

- a. Infrastructure Tax, presently charged @ Rs. 200/- per sq.mtr. of super built up area of the SAID FLAT and of the incidence of stilt portion, if any, or any development/ betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent Authority shall be payable by all the Flat owners of the said "MANAS PELA CAPELA", in such proportion as may be determined by the BUILDER/DEVELOPER. The PURCHASER agree to pay to the BUILDER/DEVELOPER within 7 days of demand, such proportionate share of the PURCHASER of such charges or deposit.
- b. Any levy or tax or cess of any nature, including but not limited to GST, VAT (Value Added Tax), Sales Tax and Service Tax, if levied or becomes payable by the BUILDER/DEVELOPER or on the project "MANAS PELA CAPELA" or on individual flats in "MANAS PELA CAPELA" including the SAID FLAT, shall be borne by the PURCHASER and accordingly the amount of consideration mentioned hereinabove shall stand increased to that extent. The amount so to be borne by the PURCHASER shall be paid by the PURCHASER within 15 days of the intimation by the BUILDER/DEVELOPER, notwithstanding the fact that the SAID FLAT at that point of time may

have already been transferred unto the PURCHASER or its possession handed over to the PURCHASER.

- c. Any taxes, cess, charges or outgoings levied by the Village Panchayat or any other competent authority exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER, from the date of Occupancy Certificate, irrespective of whether the PURCHASER has taken the possession of the SAID FLAT or not.

6. VARIATIONS IN PLANS:

- a. The BUILDER/DEVELOPER shall not carry out any additional alteration in the sanctioned plan, layout plans and specifications and nature of fixture, fittings and amenities in respect of the said Flat without previous consent of the Purchaser. However BUILDER/DEVELOPER is entitle to make minor additions and alterations as may be necessary due to structural reasons duly recommended and verified by the authorized architect or engineer which intimation shall be sent to the Purchaser.

- b. In the event there are alterations or addition in the sanctioned plans, layout plans and specifications of the building

or the common areas within the project, BUILDER/DEVELOPER shall seek previous consent of 2/3rd of the purchasers of the said project. For the purpose of this clause, 2/3rd Purchasers shall be accounted from the Purchasers who have executed an Agreement for sale in respect of the said PROJECT at the relevant time when the BUILDER/DEVELOPER intend to carry out the alterations or additions and the notice to that effect has been issued to the PURCHASERS of the said project.

c. Any such variations/changes/amalgamation/alterations as mentioned above shall be intimated by the BUILDER/DEVELOPER to the PURCHASERS in writing vide email at the emailaddress provided or by registered AD at the address provided by the PURCHASERS under the present Agreement. If the PURCHASER/S does/do not revert within 7 days with objections, if any, then such changes shall be deemed to be accepted by the PURCHASERS and the BUILDER/DEVELOPER shall be allowed to carry out such changes.

d. In the event on account of change in plans or for any other reasons, the built up area of the SAID FLAT is increased, the PURCHASER/S shall be liable to pay to the BUILDER/DEVELOPER for the extra area, at such rate as may be calculated by the BUILDER/DEVELOPER. Similarly if the built up area of the SAID FLAT is decreased, the BUILDER/DEVELOPER shall be liable to refund to the PURCHASERS the amount corresponding to the differential area at such rate as may be calculated by the BUILDER/DEVELOPER.

7. FORMATION OF ENTITY:

- a. The BUILDER/DEVELOPER shall assist the PURCHASER and the other Flat/Shop/ Office Premises/Garage Holders in forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PROPERTY and/or "MANAS PELA CAPELA".
- (b) It shall be entirely at the discretion of the BUILDER/DEVELOPER to decide whether the premises owners should form a Co-operative Society, a Limited Company, an Association of Persons or any other Entity (hereinafter referred to as the 'ENTITY').
- (c) When the BUILDER/DEVELOPER take a decision in this matter, the PURCHASER and other premises owners of "MANAS PELA CAPELA" shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the ENTITY and for the

conveyance of the SAID PROPERTY and/or "MANAS PELA CAPELA" in the name of the ENTITY.

- (d) It is agreed by and between the parties hereto that the BUILDER/DEVELOPER shall have the ENTITY formed of the premises owners of "MANAS PELA CAPELA" as a whole. However, the BUILDER/DEVELOPER shall have the option to have separate Entities formed of any part of "MANAS PELA CAPELA" or along with the premises owners of any building schemes adjoining or in the vicinity of "MANAS PELA CAPELA" or in any other manner as the BUILDER/DEVELOPER may deem fit.
- (e) The PURCHASER and the persons to whom the SAID FLAT 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.
- (f) The PURCHASER hereby agree and undertake to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the BUILDER/DEVELOPER the same within 10 days of the same being intimated by the BUILDER/DEVELOPER to the PURCHASER.
- (g) No objection shall be taken 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 the BUILDER/DEVELOPER or by any competent authority.

- (h) 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 BUILDER/DEVELOPER and of the other premises owners in "MANAS PELA CAPELA".
- (i) In the event the ENTITY is formed and/or registered before the completion of "MANAS PELA CAPELA", the ENTITY and the PURCHASER together with other premises owners shall be subject to the overall authority and control of the BUILDER/DEVELOPER in respect of any matter concerning the SAID PROPERTY or portion thereof or the SAID FLAT or "MANAS PELA CAPELA" or this Agreement.
- (j) The VENDORS shall be in absolute control of those premises in "MANAS PELA CAPELA", which remain/s unsold. Should the VENDORS decide to retain any portion in "MANAS PELA CAPELA", they shall join the ENTITY along with the other premises owners.
- (k) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary Deed/s of Conveyance shall be prepared by the BUILDER/DEVELOPER or by the Advocate of the BUILDER/DEVELOPER.
- (l) All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the PURCHASER and the other flat/shop/office

premises/garage holders in such proportion as may be decided by the BUILDER/DEVELOPER and/or the ENTITY.

8. TRANSFER:

- a. Upon completion of the "MANAS PELA CAPELA", the BUILDER/DEVELOPER shall convey/get conveyed the SAID PROPERTY or portion thereof and/or "MANAS PELA CAPELA" in the name of the ENTITY. In the event the BUILDER/DEVELOPER are constructing or going to construct any building scheme/s in the remaining portion of the SAID PROPERTY or in the vicinity of the SAID PROPERTY, the BUILDER/DEVELOPER shall have the discretion to convey/get conveyed the SAID PROPERTY and/or "MANAS PELA CAPELA" in the name of the ENTITY only after completion of such scheme/s to be constructed on the remaining portion of the SAID PROPERTY or in the vicinity of the SAID PROPERTY; PROVIDED however the BUILDER/DEVELOPER shall have the further discretion to convey/get conveyed the SAID PROPERTY or portion thereof and/or "MANAS PELA CAPELA" in the name of the ENTITY before the completion of the Scheme.
- b. In the event the ENTITY cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the BUILDER/DEVELOPER shall convey unto the PURCHASER the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which "MANAS PELA CAPELA" is constructed, proportionate to the built up area of the SAID FLAT unto the PURCHASERS, in such manner, as may be determined by the BUILDER/DEVELOPER.

- c. The PURCHASER hereby irrevocably authorize to convey the SAID PROPERTY along with the building in the name of entity to be formed or to convey the SAID FLATS along with proportionate share of land in the name of Flat Holders by executing a Conveyance through Unilateral Sale Deed
- d. All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the PURCHASER and the other flat/shop/office premises/garage holders in such proportion as may be decided by the BUILDER/DEVELOPER and/or the ENTITY. The PURCHASER shall pay his share towards such expenditure in advance i.e. at the time of taking possession of the SAID FLAT.

8. AMOUNT TO BE PASSED ON TO THE ENTITY TOWARDS (i) DEPOSIT FOR THE PURPOSE OF MEETING COMMON EXPENDITURE AND (ii) MEMBERSHIP FEES

The PURCHASER has requested the BUILDER/DEVELOPER to take the following sums:

- a. **Rs. 1,00,000/-** (Rupees One Lakh Only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of common amenities.
- b. **Rs. 5000/-** (Rupees Five Thousand Only) as Charges for formation of Entity.
- c. **Rs.12/-** (Rupees Twelve Only) per sqmts plus 18% GST. will be taken by the BUILDER/DEVELOPER from the PURCHASER to meet the expenditure towards the upkeep

of common amenities of the SAID "MANAS PELA CAPELA" for a period of 24 months from the date of completion of the project or formation of the ENTITY, whichever is earlier.

- d. Rs. 10/- (Rupees Ten Only) per sq. mts. towards Panchayat Tax.
- e. Rs. 7000/- (Rupees Seven Thousand Only) towards electricity meter connection charges.
- f. Rs. 35,000/- (Rupees Thirty Five Thousand Only) towards the Transformer charges.
- g. Rs. 7,000/- (Rupees Seven Thousand Only) towards the Electricity Meter Charges.
- h. Rs. 7500/- (Rupees Seven Thousand Five Hundred Only) towards legal charges, consultant's fee, typing and incidental expenses.

In the event of any additional amount becoming payable in respect of the aforesaid items, the Purchasers shall forthwith on demand deposit the difference with the BUILDER/DEVELOPER.

- i. The above amounts shall be paid by the PURCHASER to the BUILDER/DEVELOPER on or before taking possession of the SAID FLAT.
- j. The amounts so received by the BUILDER/DEVELOPER, shall be held by the BUILDER/DEVELOPER only in representative capacity, for a maximum period of 1 year from the date of obtaining occupancy certificates for all the building blocks of "MANAS PELA CAPELA", extendible for further periods at the sole discretion of the BUILDER/DEVELOPER.

k. If during the period mentioned in sub-clause above, the ENTITY is formed, the deposit/membership amounts so held by the BUILDER/DEVELOPER, shall be paid by the BUILDER/DEVELOPER to the ENTITY within 3 months from the date such ENTITY is formed, after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses referred to herein below. If, during this period, the ENTITY is not formed or the amount is not taken over by the ENTITY despite having been formed, the BUILDER/DEVELOPER shall open a Fixed Deposit Account in any local branch of State Bank of India or any other nationalized bank and deposit the said amount.

l. The amount so paid to the ENTITY shall be kept by the ENTITY in any bank in a Fixed Deposit or held in such manner as may be decided in the General Body Meeting of the ENTITY and the interest thereon shall be used to meet the common upkeep expenses in the manner decided by the ENTITY.

m. If the BUILDER/DEVELOPER and/or the ENTITY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the upkeep expenses, the BUILDER/DEVELOPER and/or the ENTITY are authorized to increase the aforesaid deposit with prior intimation to the PURCHASER and the PURCHASER shall pay the same within 15 days from the date of such intimation.

10. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO.

- a. It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of "MANAS PELA CAPELA" is exclusively that of the **PURCHASERS** (including the PURCHASER herein) of various premises in "MANAS PELA CAPELA" and/or of the ENTITY.
- b. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASER has requested the BUILDER/DEVELOPER to act on behalf for the purpose of meeting the following expenditure concerning common amenities:
Common water charges;
Common electricity charges;
Lift Maintenance charges;
Remuneration of attendants and watchmen;
Consumables for upkeep.
Such other amount as may be decided by the BUILDER/DEVELOPER at his sole discretion.
- c. The period of interim arrangement referred to above, shall be for a maximum period of 1 year from the date the Occupancy Certificates for all the building blocks of "MANAS PELA CAPELA" are obtained, unless extended at the sole discretion of the BUILDER/DEVELOPER.
- d. It is clearly agreed and understood by the PURCHASER that the BUILDER/DEVELOPER responsibility during the above period shall be the payment of the above expenses only and the BUILDER/DEVELOPER shall not be responsible for any accidents or thefts occurring within the precincts of "MANAS PELA CAPELA".

e. It is agreed between the BUILDER/DEVELOPER and the Purchaser that, any agreement entered/work order issued for the above mentioned purpose, which the BUILDER/DEVELOPER may enter into or issue, shall be binding upon the Purchasers or the Entity to be formed.

f. It is further agreed and understood that the BUILDER/DEVELOPER shall, at their sole discretion decide to cease to act on behalf of the PURCHASER and discontinue to effect payment of the items mentioned in sub-clause (b) above, from such date as the BUILDER/DEVELOPER may deem fit, after giving prior intimation of 30 days.

11. USE OF CERTAIN FACILITIES:

i. The PURCHASER shall be entitled to use the, garden, club house and such other recreational facilities, provided by the BUILDER/DEVELOPER, and such use shall be at the sole responsibility and risk of the PURCHASER or family members and the PURCHASER shall abide by the rules and regulations framed by the BUILDER/DEVELOPER or the ENTITY for this purpose.

12. GENERAL:

h. The PURCHASER confirms having taken inspection, to full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals /licence relating to the SAID FLAT and "MANAS PELA CAPELA".

ii. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the

respective PURCHASER of such terrace flat, and such terrace spaces are intended for the exclusive use of the respective **PURCHASERS**. The said terrace spaces shall remain open to sky and the PURCHASER shall not enclose or cover the said terrace or do any act that would alter/change the elevation without the written permission/approval/licence/NOC of the BUILDER/DEVELOPER and/or the ENTITY, as the case may be, the concerned Panchayat and/or such other concerned authorities.

- iii. Provided it does not in any way affect or prejudice the right of the PURCHASER in respect of the SAID FLAT, the BUILDER/DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the "MANAS PELA CAPELA".
- iv. The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/DEVELOPER may require from him from time to time in this behalf for safeguarding, inter alia, the interest of the BUILDER/DEVELOPER and the PURCHASER.
- v. The Purchasers shall obtain written consent of the BUILDER/DEVELOPER before commencing the works relating to (I) fixing of window grill/railing as regards to its design, size and details pertaining to its location and modality of fixing, (II) interior civil works not anyway touching or adversely affecting safety and/or structural members of the buildings (III) air-conditioning installations with regard to its location and (IV) for any other like works, matters and things.
- vi. The BUILDER/DEVELOPER shall facilitate the PURCHASER in applying amenities like water,

electricity etc and the PURCHASER shall sign all documents and shall comply with all statutory requirements However such facility given gratis is outside the scope of this agreement and the BUILDER/DEVELOPER shall not held responsible or liable for any delay or non performance.

- vii. Any delay tolerated or indulgence shown by the BUILDER/DEVELOPER in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchasers by the BUILDER/DEVELOPERS shall not be constructed as waiver on the part of the BUILDER/DEVELOPER of any breach or noncompliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the BUILDER/DEVELOPER.

- viii. [The PURCHASER' address where any letters, reminders, notices, documents, papers etc., are to be served to shall be as under:

H.No

_____,
_____.

The PURCHASER shall also, from time to time notify any change in his address to the BUILDER/DEVELOPER. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the PURCHASER.

- ix. **The PURCHASER hereby give express consent to the BUILDER/DEVELOPER to raise any loans against the SAID PROPERTY and/or "MANAS PELA CAPELA" and to mortgage**

the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the BUILDER/DEVELOPER at their expenses before the SAID FLAT is handed over to the PURCHASER.

- x. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASER as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall enure exclusively for the benefit of the BUILDER/DEVELOPER alone without any rebate to the PURCHASER.
- xi. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements, publicity, promotional material etc. these presents shall constitute complete and comprehensive contract between the parties hereto unless otherwise specifically agreed upon.
- xii. All disputes which may arise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement and/or about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this Agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

xiii. The Purchasers shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration act and the BUILDER/DEVELOPER upon being duly notified by the Purchasers will attend such office and admit execution thereof.

xiv. At present the possession of the SAID FLAT has not been handed over to the PURCHASER.

SCHEDULE-I

THE SAID WHOLE PROPERTY

All that piece and parcel of land admeasuring 6150 sq. mts., bearing Survey No. 102/7, known as "SANTHANA BHAT" or "SANTANA BATA", situated at Cortalim, within the jurisdiction and limits of Village Panchayat of Cortalim-Quelossim, Taluka Registration and Sub-District of Mormugao, District South Goa, in the State of Goa, which property is described in the Office of the Land Registrar of Salcete under No. 37417 at folio B-96 and enrolled in the Taluka Revenue Office under Matriz No. 188 of Cortalim and bounded as under:

North: Road and Survey No. 102/7-A of Cortalim;

South: Survey No. 118/3 and 4 of Cortalim;

East: Survey No. 105/1; 1-A; 8 and 9 and 102/7-A of Cortalim;

West: Nalla and Survey No. 102/6-C.

SCHEDULE-II

THE SAID PROPERTY

All that piece and parcel of land admeasuring 5850 sq. mts., bearing Survey No. 102/7(part), known as "SANTHANA BHAT" or "SANTANA BATA", situated at Cortalim, within the

jurisdiction and limits of Village Panchayat of Cortalim-
 Quelossim, Taluka Registration and Sub-District of
 Mormugao, District South Goa, in the State of Goa and
 bounded as under:

North: Road and Survey No. 102/7-A of Cortalim;

South: Survey No. 118/3 and 4 of Cortalim;

East: Survey No. 105/1; 1-A; 8 and 9,

West: By the property under Survey No. 102/6, 6-E and the
 plot of 300 sq. mts. sold to Mr.
 ChetankumarPalekar of the same property.

SCHEDULE-III

(SAID FLAT HEREBY AGREED TO BE SOLD)

ALL THAT SAID FLAT being Flat No. _____ situated in the
 project to be known as "ManasPelaCapela" admeasuring
 carpet area about _____ sq. mts. (subject to
 fluctuation of not more than 3%), which is equivalent to
 built-up area of _____ sq. mts. located on the
 _____ Floor, in the Building _____, delineated
 in red colour boundary line in the plan annexed hereto
 along with undivided share in the said property .The said
 flat is bounded as under:

East: Flat No _____;

West: _____;

North: _____

South: _____

SCHEDULE-IV

PAYMENT SCHEDULE

The Flat Purchaser/s herein shall pay the aforesaid
 agreed consideration to the "DEVELOPER"/ "BUILDER"/
 "PROMOTER" herein in the following manner -

Sr No	Amount	Detail	Particular
1	Rs. _____/-		As a booking amount.
2.	Rs. _____/-	To be paid	Within a week from completion of Plinth
3.	Rs. _____/-	To be paid	Within a week from completion of First Slab.
4.	Rs. _____/-	To be paid	Within a week from completion of Second Slab.
5.	Rs. _____/ -	To be paid	Within a week on casting of third slab.
6.	Rs. _____/-	To be paid	Within a week on casting of fourth slab.
7.	Rs. _____/-	To be paid	Within a week on completion of Internal Finishing
8.	Rs. _____/ -	To be paid	Against Possession
Total	_____-/- (Rupees _____Only)		
1			

SCHEDULE-V
SPECIFICATIONS

STRUCTURE:

The Structure shall be stilt plus _____ floors with RCC frames as per designs approved by the authorities.

WALLS:

The external walls shall be of 23 cm, laterite or concrete/clay blocks and internal wall in single brick type masonry in cement mortar.

Wall tiling in Bathrooms- Ceramic/ Vitrified Tiles of reputed brand.

FLOORING:

Apartment interior Tiling - Ceramic / Vitrified Tiles of reputed Brand

Staircase Area, Passage - Antiskid/ Natural Stone

Car Park - Pavers/ Heavy Duty Tiles

FITTINGS:

Sanitary Fittings: - American Standard or equivalent brand.

Bath Fittings:-Jaquar or Equivalent brand.

Electrical Fittings:- Anchor or equivalent Brand.

PAINT:

Premium paints- Asian Paints or equivalent brand.

DOORS:

Entrance Door - Teakwood frame & Teak Veneer Finished door with all fittings

Internal Doors - Timber core flush doors with teak veneer on one side. or equivalent.

WINDOWS:

Powder Coated Aluminium sliding windows.

Toilet window will be powder coated aluminum adjustable louvers with 4mm frosted glass.

ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring of Finolex make and modular switches of Anchor/Roma

The installation shall be in concealed wiring as follows:

Bedroom: All bedrooms will have 2 light points, 1 fan point, 1 AC point and 3 Nos 5Amp Points.

Living/Dining : 2 Light points, 1 fan point, 1 TV point, 3Nos 5Amp Points, 1 Bell Point, 1 Telephone Point.

Kitchen: 1 Light Point, 1No 15Amp Point, 1No 5Amp Point, 1No 5Amp Point for water purifier/Washing machine point.

Toilet: 1No Light Point, 1No 15Amp power point for geyser.

Water Tank: A Common underground sump with common electric pump and a common overhead will be provided.

Amenities: i) Covered Car parking, ii) Common Lighting, iii) Lifts iv) Society Office, v) Landscaping

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

by the within-named

BUILDER/DEVELOPER

Proprietor of M/S. MANAS DEVELOPERS

(MR. TANMAY ULHAS KHOLKAR)

for self and as POA for his wife

MRS. KRUPA TANMAY KHOLKAR

MR. TANMAY ULHAS KHOLKAR

LEFT HAND SIDE:

--	--	--	--	--

RIGHT HAND SIDE:

--	--	--	--	--

SIGNED AND DELIVERED

by the within-named
BUILDER/DEVELOPER

(MR. TANMAY ULHAS KHOLKAR)
As POA holder for the OWNER/CONFIRMING PARTY
MR. LEONCIO F. V. DESOUZA
alias LEVANCIO V. F. D’SOUZA
AND MRS. ZONUNTHARI.

MR. TANMAY ULHAS KHOLKAR

LEFT HAND SIDE:

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RIGHT HAND SIDE:

--	--	--	--	--

SIGNED AND DELIVERED
by the within-named
PURCHASER NO.1

(Mr. _____)

Mr. _____

LEFT HAND SIDE:

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RIGHT HAND SIDE:

--	--	--	--	--

WITNESSES.

1. _____

2. _____