

AGREEMENT FOR SALE cum CONSTRUCTION

THIS AGREEMENT FOR SALE cum CONSTRUCTION is made at Bicholim, Goa, on this ___ day of May, 2017;

B E T W E E N

(1) Smt. **VIDHYA VASUDEV SHETYE**, widow of late Shri Vasudev Krishna Shetye Sawaikar, aged 81 years, widow, Indian National, holding PAN No. ANAPS8267N & Aadhar No. _____; (2) Shri **SAGAR VASUDEV SHETYE**, son of late Shri Vasudev K. Shetye, aged 53 years, married, business, Indian National, holding PAN No. ANAPS8268D & Aadhar No. _____ and his wife; (3) Mrs. **SHEELA SAGAR SHETYE**, wife of Mr. Sagar Vasudev Shetye, daughter of late Shri Prabhakar Sardesai, aged 50 years, married, housewife, Indian National, holding PAN No. ARRPS5724K & Aadhar No. _____; all residents of House No. 1146, near Industrial Estate, Bicholim, Goa; hereinafter called as "**THE INTENDING VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their legal representatives, heirs, executors, administrators and assigns) of the **ONE PART**;

A N D

M/s. VASSUDEVA ENTERPRISES, a Proprietary Concern, having its office at F-10 & F-11, First Floor, Vassudev Arcade, Opp. Municipal Ground, Bicholim, Goa; through its Proprietor, Shri **SAGAR VASUDEV SHETYE**, son of late Shri Vasudev K. Shetye, aged 53 years, married, business, Indian National, holding PAN No. ANAPS8268D & Aadhar No. _____, resident of House No. 1146, near Industrial Estate, Bicholim, Goa; hereinafter called as "**THE BUILDER/DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, attorneys, executors, administrators and assigns) of the **SECOND PART**;

A N D

Shri _____, son of Shri _____, aged _____ years, married, service, Indian National, holding PAN No. _____ & Aadhar No. _____, resident of _____, Goa; hereinafter called "**THE INTENDING PURCHASER**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include

his legal representatives, heirs, executors, administrators and assigns) of the **THIRD PART**;

WHEREAS the Intending Vendor No. 2 is representing herein for self and as duly constituted Power of Attorney for the Intending Vendor Nos. 1 & 3 by virtue of Power of Attorney dated 18th December, 2010, executed before the Notary Public Shri R. L. Mapari, Bicholim, under No. 1533/10 dated 18.12.2010. The true copy of the above said Power of Attorney is produced with this Agreement in the Office of Sub-Registrar of Bicholim.

WHEREAS there exists a property known as "PONOS POIQUIN", situated at Bicholim, within the limits of Bicholim Municipal Council, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under Survey No. 17/23 of Bicholim, more particularly described in the Schedule-I written herein below and for the sake of brevity, the same is hereinafter referred to as "**THE SAID PROPERTY**".

AND WHEREAS in the said property there existed an old premises bearing House No. 7/1482 allotted by Bicholim Municipal Council for the purpose of assessment of house tax and the same has collapsed.

WHEREAS the said property along with the premises existed therein was originally owned by Shri Rogunath Gonpot Torne and his wife Usha Rogunath Torne of Vengurla and by virtue of a Deed of Sale with Receipt of Price dated 5th day of May, 1964, the said property along with the premises existed therein was jointly purchased by Shri Vassudeva Crisna Xette and his wife Vidya Vassudeva Xettie, Ananda Crisna Xettie and his wife Sugandha Anand Xettie, Ashok Crishna Xettie and Shri Sadguru Crisna Xettie.

AND WHEREAS said Shri Vassudeva Crisna Xette expired leaving behind the Intending Vendor No. 1 as his widow/moiety holder and the Intending Vendor No. 2 and his wife, Smt. Amita Ajay Nevrekar and her husband and Mrs. Suchita alias Ganga Vasudeva Shetye and her husband as his sole legal heirs and accordingly a Deed of Succession and Qualification of Heirs dated 31st March, 1992 was drawn in the Office of Notary Ex-Officio, Bicholim at folio 44 onwards of Book No. 284.

AND WHEREAS said Smt. Amita Ajay Nevrekar along with her husband and said Mrs. Suchita alias Ganga Vasudeva Shetye relinquished all their rights, title and interest in the said property and the premises existed therein inherited by them through their late father/father-in-law.

AND WHEREAS by virtue of Deed of Exchange dated 19th day of March, 2001, registered at the Office of Sub-Registrar of Bicholim under No. 295 of Book No. I, Vol. No.239 dated 29th March, 2001, said Smt. Sugandha Anand Xettie alias Sugandha Anand Shetye along with the legal heirs of late Shri Ananda Crisna Xettie alias Anand Krishna Shetye transferred all their rights, title and interest to the said property and the premises existed therein in favour of the Vendors herein.

AND WHEREAS by virtue of Deed of Conveyance dated 3rd day of May, 2001, registered at the Office of Sub-Registrar of Bicholim under No. 417 of Book No. I, Vol. No.244 dated 14th May, 2001, said Shri Sadguru Crisna Xettie alias Sadguru Krishna Shetye along with his wife, conveyed and transferred all their rights, title and interest to the said property and the premises existed therein in favour of the Vendors herein and similarly the successors of late Shri Ashok Crisna Xettie alias Ashok Krishna Shetye, conveyed and transferred all their rights, title and interest to the said property and the premises existed therein in favour of the Vendors herein by virtue of a Deed of Sale/Conveyance dated 10th day of March, 2005, registered at the Office of Sub-Registrar of Bicholim under No. 333 at pages 124 to 140 of Book No. I, Vol. No.411 dated 23rd March, 2005.

AND WHEREAS by virtue of the documents mentioned herein above, the Vendors are the absolute owners in possession of the said property and the premises existed therein.

AND WHEREAS the Intending Vendor no. 2 through his Proprietary concern M/s. VASSUDEVA ENTERPRISES i.e. the Builders/Developer herein, intended to take up a residential project in the said property and the Intending Vendor Nos. 1 & 3 agreed for the same and accordingly the Intending Vendor No. 1 and the Intending Vendor Nos. 2 & 3 have executed an Agreement for Development of Property and Construction dated 10th day of February, 2011 before the Notary Public Shri R. L. Mapari, Bicholim, under No. 155/2011 dated 10.2.2011.

AND WHEREAS by virtue of said Agreement for Development of Property and Construction dated 10th day of February, 2011, the Intending Vendors allowed the Builders/Developers herein to take up the construction of residential project in the plot 'B' of the said property admeasuring an area of 1650 sq. mtrs. and accordingly, the Builders/Developers upon obtaining the necessary permissions/licences from all the concerned authorities constructed a residential building named as '**VASSUDEVA CITADEL - Block "A"**' in said plot 'A' and sold the premises from said building to the prospective purchaser with the consent of the Intending Vendors.

AND WHEREAS now the Builders/Developers intended to take up the second phase of the said building project in the remaining part of the said property denominated as Plot 'B' more particularly described in Schedule-II written herein below and the Intending Vendors agreed for the same and accordingly, the Intending Vendor No. 1 and the Intending Vendor Nos. 2 & 3 have executed an Agreement for Development of Property and Construction dated ___ day of May, 2017 before the Notary Public Shri _____, Bicholim, under No. ____/2017 dated ____5.2017.

AND WHEREAS by virtue of said Agreement for Development of Property and Construction dated ___ day of May, 2017, the Builders/Developers is entitled to construct the residential building and to sell the same to the prospective purchasers together with the corresponding proportionate share in the land.

AND WHEREAS the Builders/Developer had already obtained the Conversion Sanad dated 18.02.2011 from the Collector of North Goa at Panaji to use the said entire property for residential purposes.

AND WHEREAS the Builder/Developer got drawn plans for the construction of second stage of the residential project in the western half part of the said property denominated as Plot 'B' described in Schedule-II written herein under and the construction plan of Block 'B' of the said building project is approved by all the concerned authorities and the Builder/Developer have obtained the NOC bearing No. PHCB/HS/CON-B/2016-17/946 dated 02.08.2016 issued by the Directorate of Health Service, Primary Health Centre, Bicholim; NOC bearing No. AE/V-I(U)/TECH-33/2016-17/1258 dated 25.08.2016 issued by the Asst. Engineer, Department of Electricity, Bicholim; NOC bearing No. PWD/D.XXIV/SDII/F.180/450/16-17 dated 11.08.2016 issued by the Asst. Engineer, P.W.D., Bicholim, and Technical Clearance bearing No.

DC/6184/BICH/TCP-16/748 dated 13.07.2016 issued by the Town & Country Planning Department, Bicholim and after obtaining the NOC/Technical Clearance from the said authorities, the Bicholim Municipal Council issued the Construction Licence bearing No. 62/2016-2017 dated 20.10.2016.

AND WHEREAS after obtaining the construction licence from the Bicholim Municipal Council, the Builder/Developer as per said said Agreement for Development of Property and Construction dated ___ day of May, 2017 has undertaken the construction works of Block 'B' of the said residential building project consisting of stilt parking on Ground Floor and residential flats on Upper Ground Floor, First Floor, Second Floor & Third Floor and the said building is named '**VASSUDEVA CITADEL - Block "B"**'.

AND WHEREAS the Intending Purchaser has approached the Builder/Developer to purchase a flat in the said building and the Builders/Developer has agreed to construct and sell to the Intending Purchaser, a Flat bearing Flat No. ----- having a super built-up area of ----- square metres, situated on Second Floor of the said building known as "VASSUDEVA CITADEL-Block "B"", more particularly described in Schedule-III written herein under, proposed to be constructed in the said plot, and the Intending Vendors have agreed to sell proportionate undivided right/share in the said plot corresponding to the area of the said flat, on the terms and conditions more particularly set out herein under.

AND WHEREAS the Intending Purchaser has taken the inspection of all the title documents and verified title of the Vendors and the documents related to the proposed construction and upon satisfying with the title of the Intending Vendors and the legality of proposed construction, the Intending Purchaser has agreed to purchase the said premises. So also the Intending Purchaser has verified the location and site of the property including the egress and ingress thereof and also the area of the premises as stated in this Agreement and agree not to dispute the same.

WHEREAS the Parties herein hereby declare that the said plot does not belong to the Schedule Caste or Schedule Tribe Community, in pursuant to the Notification No. RD/Land/LRC/ 318/77 dated 21.8.78.

**NOW THIS AGREEMENT FOR SALE cum CONSTRUCTION
WITNESSETH AS UNDER:**

1. The Builder/Developer shall construct and sell to the Intending Purchaser the Flat No. -----, having a super built-up area of ----- square metres, situated on ----- floor in the proposed building known as "VASSUDEVA CITADEL-Block "B"", more particularly described in Schedule-III written herein under and shown in the layout in red colour lines in the plan annexed hereto and in accordance with the specification mentioned in Schedule-IV written herein below and the Intending Vendors shall sell the proportionate undivided right/share in the said plot corresponding to the area of the said flat.

2. The Intending Purchaser in consideration of purchase of said flat with proportionate undivided share in the land beneath, shall pay to the Builder/Developer, the sum of Rs. ----- in following manner.

a) Rs. ----- at the time of execution of the present agreement, which is paid by the Intending Purchaser to the Builder/Developer by _____. The payment and receipt whereof the Builders/Developers do hereby admit and acknowledge.

b) Rs. -----) on or before completion of plinth level.

c) Rs. ----- on or before completion of first slab.

d) Rs. -----) on or before completion of second slab.

e) Rs. ----- on or before completion of third slab.

f) Rs. ----- (Rupees One lakh thirty thousand only) on or before completion of fourth slab.

g) Rs. ----- (Rupees One lakh thirty thousand only) on or before completion of masonry work & internal finishing work of said flat.

h) Balance Rs. ----- at the time of handing over of possession.

Service Tax shall be extra as applicable on each payment of installments.

The possession of the said flat is not handed over to the Intending Purchaser and the same will be handed over to the Intending Purchaser on execution and registration of sale deed in respect of said flat and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

3. That upon the payment of total sale consideration and other amounts payable under this agreement by the Intending Purchaser to the Builder/Developer, in full and final settlement, the Intending Vendors along with the Builder/Developer shall transfer the said flat together with undivided share in the land attached thereto, in the name of Intending Purchaser by executing the Deed of Sale in the Office of Sub-Registrar of Bicholim in favour of the Intending Purchaser.

4. The Builder/Developer shall complete the construction of the said flat in all respect and make the same ready for possession, within 24 months from the date of execution of this Agreement except for the reasons stipulated in clause no. 8 written herein below, failing which the Intending Purchaser shall be entitled to get either compensation at the rate of 10% p.a. on the amount so paid or to cancel the present agreement by getting the refund of all the money paid by the Intending Purchaser with simple interest at the rate of 10% p.a.

5. That prior to the execution of the Deed of Sale in favour of the Intending Purchaser in respect of said flat, the Intending Purchaser shall pay all the amount pertaining to the formation of the Association/Society/legal Entity for the purpose of maintenance of the said building and its common holdings and the Intending Purchaser shall execute all the documents pertaining to the formation of the said Association/Society/legal Entity.

6. That as against the purchase of the said flat, the Builder/Developer has agreed to allot a stilt parking provided on the Ground floor, as complementary from the Builder/Developer for the exclusive use of the Intending Purchaser.

7. The Builder/Developer shall by a notice in writing either by Registered Post A/D or hand delivery intimate to the Intending Purchaser regard to the completion of the said Flat on following address:

r/o. H. No. _____,
_____,
_____, Goa;

And within a period of eight days from the date of receipt of such notice, the Intending Purchaser shall come forward to pay all the dues, if any, due and payable by the Intending Purchaser to the Builder/Developer under this agreement and take the delivery of said premises upon completing the necessary procedures thereof; failing which the Intending Purchaser shall cease to raise any claim pertaining of delivery of possession of said flat in favour of the Intending Purchaser.

8. The Intending Vendors /Builders shall not incur any liability if they are unable to complete the construction and/or deliver possession of the said premises within the period stipulated in clause no. 6, if the completion of the Scheme 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 Intending Vendors /Builders. In any of the aforesaid events the Intending Vendors /Builders shall be entitled to reasonable extension of time for completion and delivery of possession of the said Flat as may be certified by the Architect or agreed mutually between the parties hereto.

9. The Intending Purchaser shall pay the amount to Intending Vendors /Builders within time as mentioned herein above. The Builder/Developer shall have absolute discretion to accept payment of any instalments or part thereof beyond the prescribed time. In case the Intending Purchaser fails to pay the instalment for the period of two months from the date they are payable, the Intending Purchaser shall be charged interest thereon at the rate of 12% per annum from the date of the default made/occurred till the date of actual payment. 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 further payment of instalments hereby prescribed. AND acceptance of such delayed payment of instalment shall be at sole discretion of the Builder AND on non acceptance of the same, the Intending Purchaser shall have no grievances.

10. However, in case of delay in making payment of instalments by the Intending Purchaser, the Builder/Developer shall issue a notice in writing in that behalf on or after the expiry of 15th day from the date on which such delayed instalments had fallen due. If such delay continues for further period of 10(ten) days after receipt, refusal or disclaimer of the notice as above, then this agreement shall be deemed to have rescinded/terminated for default AND no notice of termination will be required, and in such case the Intending Purchasers are entitled for refund of amount so far paid to the Intending Vendors

/Builders without interest thereon, upon deducting 30% of the amount so paid by the Intending Purchaser to the Intending Vendors, towards damages/loss.

11. If, at any time prior to the execution of the Deed of Conveyance and/or handing over the possession of the respective premises to the Intending Purchaser as stipulated in this Agreement, the floor area ratio presently applicable to the said plot described in Schedule-II hereto which is unutilised at present and if increased in future, such increase in F.A.R. shall belong to the benefit of and occur to the Intending Vendors /BUILDER alone, without any rebate to the Intending Purchaser. The Intending Purchaser shall not be entitled to object such increase for any reason whatsoever.

12. The Intending Vendors /Builders are entitled to construct floors on the existing building and construct new building project than presently sanctioned in the area as per new Government Scheme if made applicable to this area, in future and in such an event, the floor area ratio of land mentioned hereinabove shall be calculated taking into account the said increase floor area without comparative reduction of price of the flat or premises fixed by this Agreement.

13. That the amounts and deposits to be paid for the electric connections, if any, in respect of the said Flat shall be paid by the Intending Purchaser.

14. All the expenditure incurred or to be incurred for the execution of this agreement or for the execution of any other documents or finalising the final Deed of Transfer/sale in favour of the Intending Purchaser and/or the expenses incurred on account of any taxes such levied or to be levied by the Government/Quasi-Government/any competent authority shall be exclusively borne by the Intending Purchaser .

15. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the building, or time fixed for the payment of instalments, shall be finally settled by a certificate of such stage or final completion certificate by a qualified Architect or RCC Consultant and such certificate shall be binding on both the parties.

16. If the Intending Purchaser desires to make any changes in the specification or layout, the Intending Vendors /Builders may at their sole discretion, carry out such changes provided that additional cost of such changes if paid by the Intending Purchaser as per the market rate or as per the rate mutually agreed between the parties in writing. The market rate will be such, as will be certified by such Architect or RCC Consultant. The Intending

Purchaser shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution.

However, the Intending Purchasers are required to intimate in writing such changes in the specifications and layout, to the Intending Vendors /Builders, on or before expiry of 30 days from the date of execution of this agreement.

17. That on receipt of full payment of the amounts due and payable by all the Purchasers of all the flats and shops of the buildings/blocks constructed in the said property, the Developer shall assist the Purchasers of the said building/blocks for forming the Co-operative Society, Registered Society, or any other Institution/ Association or such other entity and the Developer shall have a first preference to take the decision in the matter to name the same as per the choice of the Developer and the Intending Purchaser along with purchasers of the other premises in the said buildings/blocks in the said property, shall come forward to sign all the forms, applications, deeds and other documents as may be required for the formation of the entity.

18. The Intending Purchaser agree and bind himself to join any Co-operative Society, Registered Society, or any other Institution/Association or such other entity, to be formed by the occupants of the said building to be constructed in the said property and to pay his proportionate share towards sinking fund, share capital, expenses of constitution and registration of such Society, maintenance, repairs and other charges such as common lights, water charges, watchman's remuneration, sweepers remuneration, caretakers salary, swimming pool and lift maintenance, etc. This obligation to pay starts from the commencement of the deemed date of possession which shall be corresponding to 7 days from the date of intimation in writing by the Developer that the said premises are ready for possession and occupation.

19. That the Intending Purchaser before taking over of possession of the said flat, shall pay to the Intending Vendors/Builders, his membership deposit and the share of the maintenance expenses of the said building incurred by the Builders/Developer prior to the formation of the Entity/Body of the occupants of the said building.

20. It is HEREBY AGREED that it shall be lawful but not obligatory for the Intending Vendors /Builders to bear the expenses or pay the bills for the common lighting arrangements and for maintenance of common amenities to the building on its completion until the time the Society of concerned body is formed and takes over the liability to pay for such expenses or bills and in the event, the Intending Vendors /Builders having borne such expenses or paid such bills, they shall be entitled to recover from the Intending

Purchaser the respective share of such expenses, within eight days from the date of receipt of Registered A.D. and/or hand delivery notice or intimation from the Intending Vendors /Builders in that behalf unless the Society or the concerned body pay the Intending Vendors /Builders in that regards.

21. The Intending Purchaser and the person(s) to whom the said flat/shop is let, sub-let, transferred, assigned or given possession of, shall 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.

22. The parties to this agreement covenant that legal and effective possession of the said flat or other premises shall be handed over to the Intending Purchaser only after the following:

a) All the payments specified in clause 2 herein above are made fully;

b) All payments made in full for extra items or towards difference of substituted items, if any;

c) Architect of the Intending Vendors /Builders certify that the respective flat or other premises is ready for delivery;

d) A Deed of Sale is executed and if the same is referred for the reasons that all the PURCHASERS shall constitute/form a Co-operative Society or other Association or Body to whom the sale will be made en-bloc directly, an agreement in lieu of Sale Deed shall be executed containing substantially the same clauses as are usually contained in Deed of Sale to the extent possible and permissible, without infringing the Indian Stamp Act, the expenses whereof shall be made and borne exclusively by the PROSPECTIVE PURCHASERS.

23. At the time of taking over the possession, the Intending Purchaser shall thoroughly inspect or get inspected the said Flat for the quality of construction and for defects, if any, and get the same cured before taking over the possession. After the possession is taken over by the Intending Purchaser from the Builder/Developer, the Intending Purchaser shall be forbidden from raising any claim against the Builder/Developer or against the Intending Vendors of whatsoever nature. The cracks to the plaster/dampness in external walls shall not be considered and construed as defective work unless the Architect of the Developer opines otherwise.

24. The Intending Purchaser shall have no right to transfer/assign or sell his rights and interests created by virtue of this agreement unless the same is duly consented by the Builder/Developer.

25. That the right of the Intending Purchaser shall remain restricted to the said flat and the land appurtenant thereto.

26. The Intending Purchaser hereby agree and undertake not to sub-let or alienate or create any kind of interest in favour of any other person in respect of stilt parking allotted by the Developer to the Intending Purchaser, if any, without the written consent of the Developer. Further the Intending Purchaser also agree and undertake not to enclose any or put any barricades/obstructions in any manner in respect of the allotted stilt car parking as stated herein above. In case of any damages caused to the structure of supporting columns of the stilted car parking area while parking the car by the Intending Purchaser or by the person, family members or representative of the Intending Purchaser, the Intending Purchaser shall be solely responsible to make the same good at his own costs.

27. Upon the delivery of possession of the said Flat by the Builder/Developer to the Intending Purchaser , any house tax payable after such date shall be paid by the Intending Purchaser solely.

28. All the taxes present and future such as service tax, infrastructure tax, etc. levied by the Central/State Government till the possession of flat is given to the Intending Purchaser, then the Intending Purchaser shall become liable to pay the same in addition to the sale consideration and other amount thereto stipulated herein.

29. Upon the execution of the Sale Deed in favour of the Intending Purchaser by the Intending Vendors/Developers, the Intending Purchaser shall immediately within six months from the date of execution of sale deed, carry out the process of transfer of house tax and electricity connection in respect of said flat in the name of the Intending Purchaser in the Office of concerned Department/Authority at the cost of the Intending Purchaser and in case of failure, the Intending Purchaser shall be solely responsible for the action taken by the said concerned authority and to pay the penalties, if any, thereto to the concerned department.

30. That the Intending Purchaser shall not use the said flat premises for the purposes which may or is likely to cause nuisance or annoyance to the other occupants/purchaser of the said building or to the buildings in the vicinity or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, amusement or

entertainment centre, eating or catering place or a meeting place or for any commercial or industrial activities whatsoever.

31. That the open terrace portion which are not allotted on exclusive basis, if any, shall remain the property of the Developer.

32. That the Builder/Developer shall be entitled for taking the further construction of remaining floor, if any, and the Intending Purchaser shall not claim any sort of objection and/or right and/or obstruct the Intending Vendors /Builders for going ahead with the remaining construction works in the said property.

33. The total land development for the project will be executed by the developers and the benefits of all common facilities shall be enjoyed and maintained by all the building/blocks constructed in the said property, as common amenities which shall include common suction water tank, swimming pool, landscaped garden, security, etc.

34. The Intending Purchaser does hereby agree and declare that they have inspected all the title and legal documents/construction plans/ permissions, in respect of said property and the construction of the said building and the Intending Purchaser are fully satisfied about the legality in respect of said construction and the said property and is further satisfied of the authority of the Builder/Developer and the Intending Vendors to execute this agreement.

35. That in case the Intending Purchaser demands/express his desire to cancel/terminate the present agreement at any time with a request to refund the money paid by the Intending Purchaser to the Builder/Developer, in that case, the Intending Purchaser shall be liable to pay to the Builder/Developer an amount equal to 30% of the total consideration as cancellation charges/compensation and upon adjusting the said cancellation charges/compensation in the amount so received by the Builder/Developer from the Intending Purchaser, the Builder/Developer shall refund the balance amount to the Intending Purchaser at the time of execution of necessary document for cancellation of this agreement.

36. Any dispute arising between parties hereto and settlement of which is not otherwise provided in this agreement, shall be settled by the Architect to the project or RCC Consultant and his decision shall be binding on both the parties.

37. Both the parties shall specifically perform this agreement.

SCHEDULE-I
(Description of the Entire Property)

ALL THAT Property known as "PONOS POIQUIN", admeasuring 3300 square metres, situated at Bicholim, within the limits of Bicholim Municipal Council, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under Survey No. 17/23 of Bicholim. The said entire property is described in the Land Registration Office under No. 12380 of Book No. B-32 and enrolled in the Taluka Revenue Office under Matriz No. 430 and the said property bounded as under:

On or towards the East : by the properties of Vamona Roulu Naique and Sakarama Sadassiva Suria Rau Dessay;

On or towards the West : by the public road leading from Bicholim to Piligao;

On or towards the North : by the water drain and;

On or towards the South : by the property of Sakarama Sadassiva Suria Rau Dessay.

SCHEDULE-II
(Description of the Plot)

ALL THAT Plot denominated as Plot `B`, admeasuring an area of about 1650 sq. mtrs., of the Property known as "PONOS POIQUIN", bearing Survey No. 17/23 of Bicholim, described in Schedule-I written herein above and the said plot `B` is bounded as under:

On or towards the East : by the remaining half part of the said property denominated as Plot `A`;

On or towards the West : by the public road leading from Bicholim to Piligao;

On or towards the North: by the water drain and;

On or towards the South: by the property of Sakarama Sadassiva Suria Rau Dessay;

SCHEDULE-III
(Description of the Flat)

ALL THAT Flat bearing Flat No. -----, having a super built-up area of -----
- on the -----Floor of the building known as "VASSUDEVA CITADEL-Block`B`"
under construction in the plot of land described in Schedule-II written herein above, more

particularly shown in red colour lining in the plan and as per specifications annexed hereto and the said flat is bounded as under:

On the East : -----

On the West : -----

On the North: -----

On the South: -----

and the said flat is more clearly shown in red colour boundary lining in the plan annexed hereto.

SCHEDULE - IV
(Specification of the Premises)

STRUCTURE:

RCC framed structure

MASONARY WORKS:

Internal half brick masonry and 20cm thick laterite masonry works externally

DOOR WORKS:

Matti / Sal wood frames. Flush door shutters for all rooms except main door and toilet. Main door with teak wood shutter finished with French polish, with magic eye. WC and Bath doors shall be of FRP.

WINDOWS:

Anodized aluminium sliding windows along with all accessories fitted with plain glass and aluminium fittings.

FLOORING AND TILING WORK:

Vitrified tiled flooring with top class vitrified tiles of Varmora or equivalent with colours for all rooms. WC and toilets will have full height, designer glazed ceramic tiles dado.

KITCHEN:

Granite platform over double khadappa support shall be provided with stainless steel sink. Glazed ceramic tiled dado above platform upto 60cm height. A loft along longer side provided.

WATER SUPPLY:

Large overhead tank and underground tank will be provided. All taps be chromium plated brass hardware of oriental collection from Crabtree/Ark or equivalent

FINISHING:

Internal walls plastered with Neeru finish and painted with oil bound distemper. External walls with double coat cement plaster with sponge finish and painted with premium exterior emulsion paints. Lift wall entrance finished with granite cladding

ELECTRICAL:

Fully concealed copper wiring. Multistrand wiring Finolex/Anchor or equivalent. Miniature circuit breakers for safety from overload and short circuit. Cable TV and telephone points in each unit. Provision for AC, water purifier, washing machine and power inverter.

PLUMBING AND SANITATION:

All plumbing lines with CPVC pipes and building drainage of PVC.

TOILETS:

Toilets shall have one floor mounted EWC of Cera make or equivalent, shower, tap with hot and cold mixers, wash basin, provision for geyser, health faucet.

EXTRAS:

Power Backup for lifts and common lighting. Sewage Treatment Plant for the complex.

IN WITNESSES WHEREOF the parties herein have hereunto set and subscribed their respective hands on the day, month and the year first herein above mentioned.

SIGNED, SEALED AND DELIVERED }
by withinnamed Shri **SAGAR** }
VASUDEV SHETYE, the Intending }
Vendor No. 2 for Self and as duly }
constituted Power of Attorney for the }
Intending Vendor Nos. 1 & 3 and as the }
Proprietor of M/s. VASSUDEVA }
ENTERPRISES, the Builder/Developer.} _____

L. H. F. I.

R. H. F. I.

SIGNED AND DELIVERED by }
 }
with named -----, the }
 }
INTENDING PURCHASER. } _____

L. H. F. I.

R. H. F. I.

IN THE PRESENCE OF WITNESSES :

1. _____

2. _____