

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Bicholim,
Goa on this day of 2018.

B E T W E E N

1). **MR.** _____, son of late Shri. Pundalik B. Shetye, 42 years of age, married, Business, _____, having Mobile No. 9673439138, 2). **MRS.** _____ daughter of _____ years of age, married, housewife, holding PAN Card _____, both Indian National, residing at House No. _____ Taluka Bicholim, Goa 403 513 hereinafter jointly referred to as **"THE INTENDING VENDORS/DEVELOPERS"** (which expression shall unless repugnant to the context or the meaning thereof be deemed to include all their legal heirs, successors, executors, administrators, and assigns) **OF THE FIRST PART;**

A N D

3) **MR.** _____ Indian Nationals, residing at House No. _____, hereinafter referred to as **"THE INTENDING PURCHASERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include all their legal heirs, successors, legal representatives and assigns) of the **SECOND PART.**

WHEREAS, there exist a Plot admeasuring an area of 3250 of the property known as "MOIDECARACHE MERECHER GORBATULEM MARGAVORIL" commonly known as "MOIDECARACHE MERECHER GHARBHATLE" surveyed under Survey No. 267/1-A of Village Mulgao within the limits of the Village Panchayat of Mulgao Bicholim Taluka, District of North Goa and State of Goa. The said property is described in Land Registration Office under No. 916 of

Book No. B-10 old and enrolled in the Taluka Revenue Office under Matriz No. 721 and having Cadastral Survey number 56 in the Cadastral Plan of the Village Mulgao.

AND WHEREAS, the entire property known as "MOIDECARACHE MERECHER GORBATULEM MARGAVORIL" commonly known as "MOIDECARACHE MERECHER GHARBHATLE" surveyed under Survey No. 267/0 of Village Mulgao totally admeasuring an area of 33199 Sq.mts., within the limits of the Village Panchayat of Mulgao Bicholim Taluka, District of North Goa and State of Goa originally belonged to Mrs. Radhabai Balcrishna Joshi, daughter of Fotu Vassudeo Joshi and widow of late Balcrishna Narcinva Joshi who acquired right to the said property by virtue of Inventory Suit No. 767 of 1942 which is made absolute by the Civil Judge Senior Division of Bicholim in his Judgment dated 14/06/1971 and the said property is mentioned in Item no. 16 in the said Suit. The said entire property is mentioned in Schedule - I, appended hereunder.

AND WHEREAS, the said Radhabai Balcrishna Joshi sold the said property to Madeva Sinai Salcar alias Mahadev Mangesh Sinai Salkar, i.e. the father of Shri Sunil Mahadev Salkar and Shri Shivram Mangesh Salcar, the uncle of Shri Sunil Mahadev Salkar Vide Conveyance registered before the Sub-Registrar of Bicholim under Reg. No. 1776, at Book No. I, Vol. No. 21 at page 35 to 40 dated 21/07/1971.

AND WHEREAS, said Mr. Mahadev Mangesh Sinai Salkar alongwith his wife Smt. Sunderabai Mahadev Salkar and Mr. Shivram Mangesh Salkar alongwith his children decided to partition the said property in equal portion among both the parties and thus executed Deed of Partition before the Sub-Registrar of Bicholim Goa which was registered under No. 44 filed in, Book I, Vol. NO. 4, dated 06/03/1987. In the said Deed of Partition the portion of the above

mentioned property admeasuring an area of 16599 Sq.mts. was allotted to Mr. Mahadev Mangesh Sinai Salkar and Smt. Sunderabai Mahadev Salkar i.e. the parent of Shri Sunil Mahadev Salkar and the same is mentioned in Schedule B of the said Deed of Partition.

AND WHEREAS, after registration of Deed of Partition, said Mr. Mahadev Mangesh Sinai Salkar and Mrs. Sundarabai Mahadev Salkar gifted a plot admeasuring an area of 3250 Sq.mts of the said property under Survey No. 267/0 of Village Mulgao, Taluka Bicholim Goa to their son Mr. Sunil Mahadev Salkar out of the property allotted to them vide Deed of Gift which was registered before the Sub-Registrar of Bicholim under registration No. 37, Book No. I, Vol. No. 230 dated 12/01/2001.

AND WHEREAS, Mr. Sunil Mahadev Salkar, after execution of Deed of Gift carried out Mutation Entry and also carried out Partition by following the due process of law and was allotted separate survey bearing Survey no. 267/1-A vide Dy. collector Order No. 8-26-02/PART-BICH dated 23/05/02 for the area admeasuring 3250 Sq. meters. Thus the name of said Mr. Sunil Mahadev Salkar was figuring in Occupant's Column of Survey No. 267/1-A of Village Mulgao, Taluka Bicholim Goa.

AND WHEREAS, thereafter said Mr. Sunil Mahadev Salkar obtained conversion SANAD from the Office of the District Collector, North Goa bearing No. RB/CNV/BICH /COLL/03/2015 dated 15/10/2015 in respect of the said Survey bearing Survey No. 267/1-A(part) admeasuring an area of 2589 Sq.mts. and there exists a shed in the part of the plot occupying remaining area, and the total plot is having an area of 3250Sq.mts. and is more specifically described in Schedule II appended hereunder. Hereinafter called as "The said Plot" for the sake of brevity.

AND WHEREAS, the Intending Vendor/Developers No. 1 herein above has purchased said entire plot along with the structure by executing Deed of Sale, before the Sub-Registrar of Bicholim Goa under Registration No.BCH-BK1-00210-2018, CD Number BCHD1 on dated 13/03/218.

AND WHEREAS, the present Intending Vendor/ Developer No.1 carried out Mutation by following due process of law and his name is recorded in occupants column.

AND WHEREAS, the INTENDING VENDORS /DEVELOPERS has undertaken the work of proposed construction of the residential cum commercial building in the said plot in name of Sanjay Construction to be named as **“SHETYE VISION”** consisting of flats and shops and an area reserved for car parking. The said building consisting flats and shops .

AND WHEREAS, the INTENDING VENDOR /DEVELOPER No. 2 herein above is represented by her attorney, the INTENDING VENDOR /DEVELOPER No. 1 vide Power of Attorney Registered under No. 1559/2018 dated 16/08/2018 before Advocate and Notary Mrs. Sawli S. Arolkar alias Milan Banaulikar having her office at Bicholim, Goa, copy of the same is attached to the present Agreement for Sale.

(B) The Building **“SHETYE VISION”** comprises of Flats and shops along with Paid reserved stilted car parking.

AND WHEREAS, the Intending Vendors/Developers have obtained all the approvals/licence/NOC for carrying out construction of the said building which are as under

(a) Conversion Sanad issued by the District Collector, North Goa bearing No. RB/CONV/BICH/COLL/03/2015 dated 15/10/2015.

- (b) Technical Clearance Order No. DC/7203/BICH/TCP-18/480 dated 16/05/18 issued by Office of the Dy. Town Planner, Town & Country Planning Dept, Bicholim.
- (c) NOC bearing No. PHCB/NOC/Const./2018-19/980 dated 18/05/18 issued by Primary Health Centre, Bicholim, Goa.
- (d) NOC bearing No. AE/V-I(U)/TECH-33/2018-19/1164 dated 24/05/18 issued by the Assistant Engineer, Electricity Department, Sub Division No. I(U) Electricity Department, Bicholim, Goa.
- (e) Construction License bearing No. VP/MULGAO/F-CONST, LICENCE/2018-19/263 issued on 14/06/2018, issued Village Panchayat Mulgao

AND WHEREAS, The INENDING DEVELOPERS/ OWNERS are desirous of selling flats/shops in the Building, proposed to be constructed by the Developers/owners in said plot

AND WHEREAS, the Intending Purchasers has approached the developers/owners to Purchase Flat No. F-4 admeasuring 87 square meters of saleable area, on the First floor of the Building to be named “**SHETYE VISION**” which the Intending Vendors /Developers are constructing in the said plot. (hereinafter called as the said flat).

AND WHEREAS, the Intending Purchasers has inspected all the documents towards the title of the said plot and of the building plan and permissions obtained from Town and Country Planning Department, Village Panchayat Mulgao, and having satisfied of the clear and marketable title of said plot and that the Developers is doing construction of the Building in the said plot after obtaining permissions from the competent authorities.

AND WHEREAS, the Intending Vendors/Developer of the Sanjay Construction, has agreed to sell to the Intending Purchasers Flat bearing No. F-4 admeasuring 87 square meters of saleable area,

on the First floor of the said Building to be named “SHETYE VISION” which the Intending Vendors /Developers will be constructing in the said plot, approximately admeasuring 87 square meters of saleable area in the plan annexed hereto alongwith proportionate undivided right to land in the plot at and for the price of Rs. _____-__ and upon the terms and specification described in the Schedule-III hereunder written.

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

1. The Intending Vendors/Developers shall under normal conditions construct and complete the said building as per the sanctioned building plan in the said property described in the Schedule-I and II hereunder written and as per specifications seen and approved by the Intending Purchasers with such variation in the said plans and specifications as the Intending Vendors/ Developers may consider necessary or as may be required by the concerned authorities.
2. The Intending Purchasers hereby expressly consents to all such variations. The Purchasers will not be entitled to or demand any compensation or reduction in the price of the said Flat by reason of such variations provided however, that the buildup area of the said Flat agreed to be purchased by the Intending Purchasers shall not be reduced by reason of such variations.
3. The Intending Vendors/Developers hereby agrees to sell and the Intending Purchasers hereby agrees to purchase from the Intending Vendors/Developers the said Flat shown in the plan hereto annexed at and for the price of Rs. _____ towards which the Intending Purchasers has issued one cheque bearing No. _____ dtd.

_____ for Rs. _____ drawn on _____ Bank, Shirgao, Assonora Branch, and the balance amount will be paid by the Intending Purchasers to the Intending Developers/Vendors in the following manner:-

PAYMENT SCHEDULE FOR FLAT

- | | |
|---|-----|
| A). At the time of signing of this Agreement | 20% |
| b). On completion of the plinth of the said Flat | 10% |
| c). On casting of 1 st Slab of the said Flat | 10% |
| d). On casting of 2 nd Slab of the said Flat | 10% |
| e). On casting of Roof Slab | 10% |
| f). On completion of Masonry and internal Plaster | |
| internal electrical, internal plumbing | 15% |
| g). On completion of external plaster, tiles fitting, door fittings | 10% |
| h). After completion of putty, internal painting, fixing of electrical, sanitary fittings and external plumbing | 10% |
| f). At the time of possession of the said shop | 5% |

TOTAL Rs. Rs. _____

4. If the Intending Purchasers commits default in payment of any amounts as and when they become due and payable (time being the essence of this Agreement) and/or in observing and/or in performing any of the terms and conditions of this Agreement, then the Intending Vendors/ Developers shall be at liberty to terminate this Agreement in which event the entire earnest money paid by the Intending Purchaser to the Intending Vendors /Developers shall stand forfeited. The Intending Vendors /Developers shall however on such termination refund to the Intending Purchasers the part

payments made by the Intending Purchaser towards the price, if any, which may have till then been paid by the Intending Purchasers to the Intending Vendors /Developers but without any further amount by way of interest or otherwise. On the termination of this Agreement by the Intending Vendors/ Developers under this clause, the Intending Vendors/ Developers may at such price as the Intending Vendors/ Developers may deem fit and shall be free to Sell the said Flat to any person and the Intending Purchasers shall not be entitled to question such Sale or to claim any amount from the Intending Vendors/Developers.

5. Without prejudice to the Intending Vendors/Developers other rights under this Agreement and/or in law, the Intending Purchaser shall be liable to Pay to the Intending Vendors/ Developers interest at the rate of 15% per annum on all the amounts due and payable by the Intending Purchaser under this Agreement if such amounts remained unpaid for 30 days or more after becoming due.
6. Possession of the said Flat shall be delivered to the Intending Purchasers after the said Flat is ready for occupation provided all the amounts due and payable by the Intending Purchasers are paid by the Intending Purchasers to the Intending Vendors/ Developers.
7. The Intending Purchasers shall take possession of the said Flat on payment of the aforesaid amounts within 15 (fifteen) days from the date of written notice received by the Intending Purchasers issued by the Intending Vendors/ Developers intimating that the said Flat is ready for occupation.
8. The possession of the said Flat shall be handed over by the Intending Vendors/Developers to the Intending Purchasers after the said Flat is ready for use and occupation provided all the amounts due by the Intending Purchasers to the Intending

Vendors/Developers are paid to the Intending Vendors/ Developers in full. The Intending Vendors/ Developers shall complete the construction of the said Flat to the Intending Purchasers within a period of 12 months from the date of execution of this Agreement.

9. Subject to the Intending Purchasers making the full payment of all the amounts due by him under this Agreement and subject to force major possession of the said Flat shall be delivered by the Intending Vendors/ Developers to the Intending Purchasers on or before _____
10. The Intending Vendors/Developers shall not incur any liability if they are unable to deliver possession of the said flat by the date before mentioned by reason of non availability of steel or cement or any other building material or electric power or water supply or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Government or any other public or local body or authority or a Court of Law or Tribunal or on account of Government not granting Water or electric connection or the authorities not granting completion/ Occupancy Certificate or for any reason whatsoever or on account of any circumstances beyond the control of the Developers/Vendors or for any other un avoidable unforeseen or inevitable circumstances.
11. If for any other reason the Intending Vendors/Developers is unable or fails to give possession of the said Flat to the Intending Purchasers within the period stipulated in clause 9 above or within any further date or dated agreed to by and between the parties hereto and in such case the Purchasers shall be entitled to give notice to the Intending Vendors/Developers terminating this Agreement in which event the Intending Vendors/Developers shall within 30 days

from the date of receipt of such notice refund to the Intending Purchasers any amount that may have been received by the Intending Vendors/ Developers from the Intending Purchasers as earnest money or as part payments in respect of the said flat without interest. The Intending Vendors/Developers shall also pay to the Intending Purchasers a sum of Rs. 1,000/- (Rupees one thousand only) as liquidated damages in respect of 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 Intending Vendors/Developers shall be at liberty to sell and dispose of the said Flat to any person at such price and upon such terms and conditions as the Intending Vendors/Developers may deem fit.

12. Upon possession of the said Flat being delivered to the Intending Purchasers, the Intending Purchasers shall be entitled to the use and occupation of the said Flat. Upon the Intending Purchasers taking possession of the said Flat, the Intending Purchasers shall not be entitled to allege that the construction of the said Flat has not been carried out or completed.
13. The Intending Vendors/Developers shall make arrangements for electrical connections and the payment for availing the connection shall be made by the Purchaser.
14. Commencing a week after notice is given by the Intending Vendors/Developers to the Intending Purchasers that the said Flat is ready for use and occupation, the Intending Purchasers shall be liable to bear and pay all taxes and charges for electricity and other services and outgoings payable in respect of the said Flat.
15. The Intending Purchasers agrees and binds himself to pay regularly every month to the Intending Vendors/ Developers until the conveyance of the said Plot is executed in favour of

co-operative society or limited company/association as aforesaid and thereafter the aforesaid co-operative society or limited company, as the case may be decided by the Intending Vendors/Developers or the co-operative society or the limited company/ association as the case may be decided by the Intending Vendors/Developers or the co-operative society or the limited company/association as the case may be shall be liable for all taxes and outgoings that may from time to time be levied against the land and/or building including water and electricity connections/ consumption charges and outgoings for the Maintenance and management of the building common lights and other outgoings such as collection charges, charges for watchman, weepers and Maintenance of accounts in connection with the said Plot.

16. The Intending Purchasers shall not use the said Flat for storing any hazardous or inflammable articles or which may cause nuisance to the other occupants of the said building.
17. The Intending Purchasers shall maintain the front elevation and the side and rear elevation of the said building in the same form as the Intending Vendors/Developers has constructed it and shall not at any time alter the said elevation in any manner whatsoever without prior consent in writing of the Intending Vendors/Developers and/or the society as the case may be.
18. The Intending Purchasers has satisfied himself about the specification of the said building and the amenities to be provided therein.
19. The Intending Purchasers shall from the date of possession maintain the said Flat at his own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything on/or the said building or the said flat and common passage or compounds or which may be against the rules or bye laws or any other authority nor shall the Intending

Purchaser change, alter or make addition in or to the said flat or the building. The Intending Purchasers shall be responsible for any breach of this conditions.

20. Provided it does not in any way effect or prejudices the right of the Intending Purchaser in respect of the said Flat and the Intending Vendors/Developers shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in the said land and/or in the building to be constructed thereon.
21. The Intending Purchasers shall have no claim whatsoever except in respect of the said Flat hereby agreed to be sold to the Intending Purchasers. The open spaces, un-allotted parking spaces and other Flats shall remain the property of the Intending Vendors/Developers until the plots described in the Schedule-I and II are transferred to co-operative Society or limited company/Association as herein mentioned, but even then subject to the rights of the Intending Vendors/Developers under this Agreement.
22. Nothing contained in these presents is intended to be nor shall be constructed to be a grant, demise or assignment in law of the said Flat or any part thereof or of the said building thereon or any part thereof.
23. The Intending Purchasers shall not let, sublet, sell, transfer, assign or part with their interest under or benefit of the Agreement or part with the possession of the said the Intending Purchasers and the persons to flat until all the dues payable by him, to the Intending Vendors/ Developers under this Agreement are fully paid up and only if the Intending Purchasers has not been guilty of breach of or non observance of any of the terms and conditions of this Agreement in writing of the Intending Vendors/Developers.
24. The Intending Purchasers and the persons to whom said Flat is let, sublet, transferred, assigned or given possession of shall

from time to time sign all applications, papers and documents and do all acts, deeds and things as the Intending Vendors /Developers and/or the co-operative society and/or limited company/association (as the case may be) may required for safe-guarding the of the Intending Vendors/Developers and/or of the Intending Purchasers in the building.

25. The Intending Purchasers and the persons to whom said Flat is let, sublet, transferred, assigned or given possession of shall observe and perform all byelaws and/or the rules and regulations which the co-operative society may adopt or all the provisions of the memorandum of Articles when incorporated (as the case may be) and additions, alterations or amendments thereof for the protection and maintenance of the said building and the flats and other spaces and Flat therein and/or in the Building Rules and Regulations, the regulations and Rules of the other authorities and of the Government and other public bodies. The Intending Purchasers and persons whom said Flat is let, transferred, assigned or given possession shall observe and perform all the stipulations and conditions laid by the co-operative society or limited company, as the case may be, regarding the occupation and use of the building/s and/or the flats and/or paid parking spaces therein and shall pay and contribute regularly and punctually towards taxes and/or expenses or other outgoings in accordance with the terms of this Agreement.

26. The Intending Purchasers hereby agrees and undertakes to be a member of the Co-operative Society or Limited Company/ association to be formed in the manner herein appearing and also from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for formation, observance and carrying out rules and regulations of the association of the Building and

the rules and regulations of other local authorities and or the Government and other public bodies. The Intending Purchasers and persons to whom said flat is let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid by such a Co-operative Society or Limited Company/association as the case may be regarding the occupation and use of the building/s and /or parking spaces therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses or other outgoings in accordance with the terms of this Agreement.

27. The Intending Purchasers alongwith the other Flat/shop owners who take or have taken the other flats/shops or other premises in the said building shall form themselves into a Co-operative Society or Limited Company/ association. On such a Co-operative Society or Limited Company/association being registered or being incorporated or forms, as the case may be, the rights of the Intending Purchasers of the said Flat will be recognized and regulated by the provisions of the said Society or Limited company and the rules and regulations framed by them, as the case may be, but subject to the terms of this Agreement.
28. On the completion of all the said building and on receipt by the Intending Vendors/Developers of the full payment of all the amounts due and payable to them by all the Intending Purchasers of all the flats/sops and other premises in all the said building, the Intending Vendors/Developers shall co-operate with the Intending Purchaser in forming, registering or incorporation a Co-operative Society or Limited Company/association. The rights of members of the Co-operative Society or Limited Company/association, as the case may be, will be subject to the rights of the Intending Vendors/Developers under this Agreement and the conveyance

to be executed in pursuance thereof. When the Co-operative Society or Limited Company/association is registered or incorporated or formed as the case may be and all the amounts due and payable to the Intending Vendors/Developers in respect of the flat/shop and other portions in the said building and other premises are paid in full as aforesaid, the Intending Vendors/Developers shall (subject to the necessary permission as may be required by law) obtain and/or other appropriate document of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Co-operative Society or Limited Company/association as the case may be. Such conveyance shall be in keeping with the terms and provisions of this Agreement. No liability or responsibility shall attach on the Intending Vendors/Developers or no compensation or other amount shall be payable by the Intending Vendors/Developers, if any part of the said land is not permitted to be conveyed. The Intending Vendors/Developers and owners of the Flats/shop agreed that, if Co-operative Society is not formed the Intending Vendors/Developers and owners shall execute the Deed of Sale in favour of Intending Purchasers in respect of the said Flat alongwith undivided proportionate share

29. It shall be at the discretion of the Intending Vendors/Developers to decide whether a Co-operative Society or Limited Company/ association should be got incorporated, on the Intending Vendors/ Developers making their decision aforesaid, the Intending Purchasers and other persons who have acquired or who acquire the other flats/shops and other premises shall be required to sign all forms, applications papers, deeds and documents etc as may be reasonably required to carry out such decisions and so as to obtain and

effect proper conveyance of the said plot with the building and structures thereon, as the case may be.

30. The Developer's Advocate shall prepare and/or approve, as the case may be, the conveyance and all other documents to be executed in pursuance of this Agreement as also the bye laws of the Memorandum and Articles of Association in connection with the formation, registration and/or incorporation of the Co-operative Society or Limited Company/association, as the case may be. All costs, charges and Advocates fees for preparation and execution of the conveyance and other documents and the formation, registration or incorporation for the formation of the Co-operative Society or Limited Company/association as the case may be,, shall be borne, shared and paid as per their respective flats and shops owners or other premises in the said building by the Intending Purchasers of the flats and shops of the building complex to be constructed in the said property.
31. The deposit may be demanded by or paid to the Electricity Department and Public works Department for the purpose of giving water and electricity connection to the said buildings and electric meter deposits, shall be payable by the Intending Purchasers of the said flat/shop and other premises in the said building. The Intending Purchasers agrees to pay to the Intending Vendors/Developers such deposit at the time of taking possession within 7 (seven) days of demand whichever is earlier.
32. The Intending Vendors/Developers has agreed to allot to the Intending Purchasers a paid parking slot in stilt area on the Ground floor of the said building which will be marked in red colour in the plan annexed hereto and the Intending Purchasers shall be exclusively entitled to use the said parking slot provided he pays the agreed parking slot amount.

33. All the notices/letters to be served on to the Intending Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Intending Purchasers by post under certificate of posting at his address specified below.
34. The Intending Vendors/Developers shall provide Elevator for the proposed construction with Generator Backup supply for the Elevator and staircase lighting.
35. The Intending Vendors/Developers shall have a first lien and paramount charge on the said Flat agreed to be acquired by the Intending Purchasers in respect of any amount payable by the Intending Purchasers under the terms and conditions of this Agreement.
36. If at any time prior to or after execution of the Deed of Conveyance the floor areas ratio at present applicable to the said land is increased, such increase shall accrue to the benefit of the Intending Purchasers
37. That the Intending Purchasers agrees and undertakes that neither he nor his successor(s)/ transferee(s) shall do business of Bar & Restaurant or wholesale or retail sale of liquor in any part/Shop in the said Building since the said building is also meant for residential purpose since there is a Temple in the vicinity.
38. The Intending Purchasers has also agreed to pay service Tax or other tax imposed by the Government to the Intending Vendors /Developers in addition to the agreed consideration of the said flat.
39. The Intending Vendors/Developers and the Intending Purchasers hereby declare that the Flat in transaction does not belong to Schedule Caste/Schedule Tribe in pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

40. That the possession of the Flat is not handed over and same will be handed over to the Intending Purchasers after execution and Registration of Deed of Sale.
41. That the consideration amount of the Flat agreed to be sold is Rs. _____) hence present Agreement of Sale is typed on stamp papers of Rs. _____ i.e. 2.9% of the consideration amount.

SCHEDULE – I

(OF THE ENTIRE PROPERTY)

ALL THAT property known as "MOIDECARACHE MERECHEM GORBATULEM MARGAVORIL" commonly known as "MOIDECARACHE MERECHEM GHARBHATLE" surveyed under Survey No. 267/0 of Village Mulgao totally admeasuring an area of 33199 Sq.mta. within the limits of the Village Panchayat of Mulgao Bicholim Taluka, District of North Goa and State of Goa. The said property is described in Land Registration Office under No. 916 of Book No. B-10 old and enrolled in the Taluka Revenue Office under Matriz No. 721 and having Cadastral Survey number 56 in the Cadastral Plan of the Village Mulgao. The said property is bounded as under :-

EAST	:	By property known as "BOTVADI;
WEST	:	By Property called "Moidecarachem Batulem belonging to the temple of Shri. Ravalnath and other of Moidecares;
NORTH	:	By slope of a hill and;
SOUTH	:	By Public road.

SCHEDULE – II

(OF THE PLOT)

ALL THAT Plot alongwith the structure/shed bearing House No. 432 issued by the Village Panchayat of Mulgao, totally admeasuring an area of 3250m2 of the property Surveyed under Survey No. 267

Sub. Div. 1-A situated at Village Mulgao, within the limits of Village Panchayat of Village Mulgao in Bicholim Taluka. The said plot is bounded as under:-

EAST : Remaining Part allotted to Mr. S.M. Salkar.

WEST : Remaining Part allotted to Mr. M.S. Salkar

NORTH : Remaining part of the property;

SOUTH : Mapusa - Bicholim Main Road.

SCHEDULE – III

(Schedule of the Flat/Shop)

ALL THAT Flat bearing No. F-4 admeasuring an area of 87 square meters of saleable area situated on the First floor of the building to be named “**SHETYE VISION**” constructed in the said plot alongwith the proportionate undivided right to land described in Schedule-II above written.

(SPECIFICATION OF THE FLAT)

STRUCTURE: R.C.C. framed comprising columns, beams, slabs. The building consists of Stilt and four upper floors, the top slab being sloppy and covered with Mangalore tiles. The flat exposed roofs of the entire buildings will be waterproofed along with toilet block. The external walls will be of Laterite and internal will be single brick.

PLASTER:- Double coat sand faced cement plaster for external walls and single coat cement plaster with wall putty finish for internal walls.

FLOORING:- The flooring shall be provided with Vitrified tiles of approved brand. Bathroom and Toilet will be provided with antiskid ceramic flooring with dado of 2.1 meters walls with glazed tiles.

DOOR FRAMES:- Main Door of flat will be provided teakwood frame and all other doors will have salwood frames.

DOOR-SHUTTERS: Main door will be in teak wood polished and all other shutters in flush doors of soft wood painted.

WINDOWS: Aluminum sliding type in ¾" series with 4mm figured glass bathroom and toilets will have Aluminum Louvered panels.

HARDWARE FITTINGS: The main door will have night latch Handle on read side, Door Eye. All other doors will have aluminum handles, latches, and stopper.

TOILETS & BATHROOM: One independent unit consisting of European W.C. with flush system. Bathroom will be provided with common Geyser connection also hot /cold water mixing system. On Washbasin will be provided in the passage. Provision for washing machine tap an drain in the passage.

KITCHEN: The Kitchen platform will consist of Steel sink of granite top. The platform dado will be ceramic tiled of 1.20 meters height.

ELECTRICALS:

- a. Living: Main Board, 1 L.P., F.P., 1B.P., 1 wall L.P. outside main door, 2 ceiling I.P. T.V. & Telephone point 1 each, 5 amps P.P. on every switch board.
- b. Beds: 1 L.P., 1 F.P., Balcony L.P. with separate switch board and 1 plug point.
- c. Kitchen: 1 F.P., 2 L.P., 1 15 amps P.P. and 1 Plug pint.
- d. Bathroom: 1 L.P., 1 Power point
- e. Toilet: 1 L.P.,
- f. Passage: 1 L.P. for wash basins with 5 amps P.P.

STAIRCASE: Will have Kota flooring for landing and steps common L.P. at every midland with two-way switch on each floor.

WATER TANK: Common underground sump and overhead P.V.C. tank connected with water lifting pump.

PAINTING: INTERNAL WALLS: one coat primer with two coats of Oil Bound Distemper, Ceiling will be white washed.

EXTRA WORKS: Any additional works desired by the Intending Purchaser apart from those offered during booking and signing of Agreement for Sale, if permitted by the Intending Vendors/Developers, subject to overall approval of the authorities concerned, if need be, shall further be executed by the Intending Vendors/Developers and the Intending Purchaser shall have to pay and deposit additional cost for such extra item work, in advance.

However further, in the event if the Intending Purchaser is insistent on the execution of certain extra work/s against the technical advice of the Intending Vendors/ Developers; then in such an event the Intending Vendors/ Developers shall not be responsible for the functional efficacy of the Particular item of extra work/s executed as per the desire of the Intending Purchaser.

EXTERNAL: Entire building will be painted with two coats of cement paint in desirous shade to suit surroundings.

NOTE:

1. In case of cancellation of bookings of Flats due to any reason arose on behalf of purchaser then same will be allowed after forfeiting 5% amount of the total consideration.
 2. In case of deviation of specification if any extra work arises then total cost of the same shall be paid by the Purchaser
- SOCIETY/OTHER OUTGOINGS WITH THE PURCHASERS OF FLAT

a). Maintenance Deposit	Rs. 20,000/-
b). Membership fees	Rs. 5,000/-
c). Electricity connection	Rs. 30,000/-
d). Water Connection	Rs. 5,000/-
e). Infrastructure Tax	
From the Purchasers @	Rs. 200/-
(per square meters)	

Legal Charges	Rs. 7,000/-
Society Deposit	Rs. 5,000/-

f). Paid RCC Covered Parking

h). G.S.T. - 12% of the consideration or at the prevailing rate at the time making payment and any other government taxes, duties, levies especially Service Tax levied/GST leviable by the Central / State Government shall be in addition to the sale consideration.

After handing over Flat further liabilities towards maintenance to be managed by the prospective buyer/member/ society.

That the above described said Flat is marked with red color lines and the paid parking slot will be marked in red color at the time of Executing Deed of Sale and which will form an integral part thereof,

The possession of the Flat shall be handed over on or before

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and the year first hereinabove mentioned.

SIGNED AND DELIVERED BY

The WITHINNAMED

1). MR. SANJAY PUNDALIK SHETYE,

for self and as attorney of his wife

2). MRS. PRIYA SANJAY SHETYE,

THE INTENDING VENDORS/ DEVELOPERS

SANJAY CONSTRUCTION