

DRAFT
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mapusa, Bardez - Goa on this ___th day of _____ of the year Two Thousand and Seventeen.

BETWEEN

1) **M/S. VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED**, a Company incorporated under Part IX of the Companies Act 1956 (No. 1 of 1956) with CIN No. U55101GA2012PTC006932 having PAN Card no. AAECV0665P, formerly known as M/s. Vision Enterprises, having its office at Vision House, House no. 179/C-1, Bairro Alto Dos Pilotos, Jose Falcao Road, Panaji Goa, herein represented by its Managing Director **MR. RAJESH SOIRU DEMPO**, aged 41 years, son of Late Mr. Soiru Dempo, in business, married, Indian National, authorized by the Board

Resolution in the meeting held on 30/07/2012, holding PAN Card No. ABTPD9603Q, Aadhar Card no. 334866985263, Email Id: md@visiondempo.com, Contact no. 0832-2220242, residing at H.No.21/368/1, Dempo Mansion, Goa University Road, Near Manipal Hospital, Dona Paula, Ilhas, Goa, 403004, hereinafter referred to as **THE BUILDER/VENDOR** (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors-in-title and assigns, etc.) of the **FIRST PART**;

AND

(2) _____, son of _____, aged _____ years, unmarried/married, occupation _____, PAN CARD No. _____, Aadhar Card No. _____, Email Id: _____, Mobile no. _____, residing at _____ hereinafter referred to as the **“PUCHASER/FLAT HOLDER”** (which expression shall unless it be repugnant to the context or meaning thereof is deemed to include their heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

All the parties herein being are Indian Nationals.

WHEREAS the BUILDER/VENDOR herein has signed the Agreement but is represented in the Office of Sub Registrar Bardez by the constituted attorney, _____, son of _____, aged _____ years, married/unmarried, designation _____, residing at _____, vide Power of Attorney dated _____ executed before the Office of Sub Registrar at _____ under No. _____, CD No. _____ on _____ to present the said Agreement.

WHEREAS there exists a part and parcel of land admeasuring 1400m2 bearing Chalta no.4(13) of P.T.Sheet 49 of City Survey Mapusa, comprising of two Portions (i) being Plot no.17 admeasuring 600 square metres and (ii) Plot no.18 admeasuring 800 square metres, being a part of the larger property identified as **‘XELPEM INTEIRO’**, situated at Xelpem, within the limits of Mapusa Municipal Council, Taluka and Registration Sub District of Bardez,

District of North Goa in the State of Goa; hereinafter referred to as THE SAID PROPERTY.

AND WHEREAS THE SAID PROPERTY belonged to the Builder/Vendor hereto as having purchased the same under a Deed of Sale dated 10-12-2015 registered under Book No.I and Doc. Registration no.BRZ-BK1-09147-2015 CD Number no.BRZD775 in the Office of Sub-Registrar Bardez.

AND WHEREAS on 22/11/2016 the Mapusa Municipal Council issued Construction Licence under no.35 for construction in the said Property.

AND WHEREAS the Builder/Vendor, accordingly, is carrying out the construction of a Complex identified as VISION GALLERIA in the SAID PROPERTY.

AND WHEREAS the Purchaser/Flat Holder has approached the Builder/Vendor agreeing to purchase a unit/flat bearing no. _____ having a built up area of _____ sqmts, (including the incidence of common area such as staircase, passage and lifts) and corresponding Carpet area of approximately _____ sq. mts, on the _____ Floor of Block ____ of Phase I of Complex **VISION GALLERIA** described in detail in the Schedule II hereafter written and shall hereinafter be referred to as SAID FLAT.

WHEREAS the Builder/Vendor have agreed to construct the SAID FLAT along with a car park slot for the PURCHASER/FLAT HOLDER provided the PURCHASER/FLAT HOLDER finances the BUILDER/VENDOR with a sum of Rs. _____/- (Rupees _____ Only) for the construction of the SAID FLAT No. _____ and for corresponding undivided proportionate share in the land subject to the further terms and conditions hereafter specified.

WHEREAS the PURCHASER/FLAT HOLDER has agreed to make payment of the above said sum of Rs. _____/- (Rupees _____ Only) in the manner stipulated in Schedule no.III hereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH:-

1. PREMISES

a) The BUILDER/ VENDOR shall, under normal conditions, construct in the said Complex identified as **VISION GALLERIA** comprising of the SAID FLAT/flat having a built up area of _____ sq.mts., (including the incidence of common area such as staircase, Passage and lifts) and corresponding carpet area of approximately _____sq.mts. on the _____ Floor of Block __, Phase I of complex **VISION GALLERIA** along with a stilt car park; herein referred to as the SAID FLAT in accordance with the specifications contained in Schedule IV hereafter written, the SAID FLAT is described in detail in Schedule II hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

b) The PURCHASER/FLAT HOLDER does hereby agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the SAID FLAT agreed to be purchased by the PURCHASER/FLAT HOLDER without the written permission of the BUILDER/VENDOR. The PURCHASER/FLAT HOLDER agrees and undertakes not to enclose or put any barricades in any manner in respect of allotted stilted car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/FLAT HOLDER to the satisfaction of the BUILDER/VENDOR.

2. CONSIDERATION:-

a) The PURCHASER/FLAT HOLDER agrees to make payment of the sum of Rs. _____/- (Rupees _____ Only) as per the mode of payment specified in Schedule III on or before the dates provided therein, towards the construction of SAID FLAT along with a stilt car park slot.

b) The above said sum of Rs. _____/- (Rupees _____ Only) includes the cost of the Undivided Share of the said Plot of land proportionate to the built up area of the SAID FLAT.

c) If the FLAT HOLDER commit default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/ Vendor shall, however, on such termination, refund to the FLAT HOLDER the amounts, if any, which may have till then been paid by the FLAT HOLDER to the Builder/Vendor, after forfeiting an EMD component of Rs. _____/- (Rupees _____ Only) (10%) without any further amount by way of interest or otherwise.

d) On termination of this Agreement by the Builder/Vendor under this clause, they shall be at liberty to allot and dispose off the SAID FLAT to any other person as the Builder/Vendor deem fit, for such consideration as the Builder/Vendor may determine and the FLAT HOLDER shall not be entitled to question this act of the Builder/ Vendor or to claim any amount from the Builder /Vendor.

e) Without prejudice to the Builder/Vendor the other rights of this Agreement and/or in law, the PURCHASER/FLAT HOLDER shall be liable to pay to the Builder/Vendor, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the FLAT HOLDER under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

f) The BUILDER/VENDOR shall have a first lien and charge on the SAID FLAT; construction of which is agreed to be financed by the PURCHASER/FLAT HOLDER in respect of any amount payable by the PURCHASER/FLAT HOLDER to the Builder/Vendor under the terms and conditions of this agreement.

3. CHANGES:-

Changes or additions or extra items, if required by the PURCHASER/FLAT HOLDER will be accepted at the sole discretion of the Builder/Vendor, in writing from the PURCHASER/FLAT HOLDER cost of which shall be paid extra by FLAT HOLDER, in advance and in the manner determined by the Builder/Vendor in such an event the time limit for handing over the SAID FLAT shall stand revised as decided by the BUILDER/VENDOR.

4. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

a) The BUILDER/VENDOR shall complete the SAID FLAT within ___ months from the date of signing this agreement, subject to an extension of further ___ months, and after obtaining the Occupancy Certificate from the Competent Authorities, hand over its delivery to the PURCHASER/FLAT HOLDER. Provided all the amounts due and payable by the PURCHASER/FLAT HOLDER under this Agreement are paid by the PURCHASER/FLAT HOLDER to the BUILDER/VENDOR.

b) The BUILDER/VENDOR shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the FLAT HOLDER and the FLAT HOLDER shall, within 7 days from the receipt of the notice, take delivery of the SAID FLAT. The BUILDER/VENDOR 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 FLAT HOLDER delay/s the taking delivery of the SAID FLAT.

c) Failure to take possession of the SAID FLAT will not exonerate the PURCHASER/FLAT HOLDER from his liability to pay the outgoing such as Municipal taxes, Maintenance amount etc as mentioned in clause 11 (b) from the date of occupancy.

d) The BUILDER/VENDOR shall not incur any liability if it is unable to deliver the SAID FLAT by the date stipulated in clause no.4(a), if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of

war, civil commotion or any of acts of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any Court/ Forum and/or any other Public or Competent Authority or for any other reason beyond the control of BUILDER/VENDOR and in any of the aforesaid events, the BUILDER/VENDOR shall be entitled to reasonable additional extension of time for delivery of the SAID FLAT.

e) If for reasons other than the ones stipulated hereinabove, the BUILDER/VENDOR are unable to or fail to give delivery of the SAID FLAT to the FLAT HOLDER within the date specified in clause 4(a) above, or clause 4 (c) above or within any further date or dates agreed to by and between the Parties hereto, then and in such case, the FLAT HOLDER shall give notice to the BUILDER/ VENDOR terminating this Agreement, in which event the BUILDER/VENDOR shall, within 30 days from the receipt of such notice, refund to the PURCHASER/FLAT HOLDER (after deducting GST) the amounts, if any, that may have been received by the BUILDER/VENDOR from the FLAT HOLDER in respect of the SAID FLAT without interest.

f) 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/VENDOR shall be at liberty to allot and dispose of the SAID FLAT to any other person for such consideration and upon such terms and conditions as the Builder may deem fit.

g) The FLAT HOLDER shall use the SAID FLAT only for the purpose of residence. The FLAT HOLDER shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

h) The FLAT HOLDER shall, from the date of possession, maintain the SAID FLAT the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, 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 Municipal Council 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. The PURCHASER/FLAT HOLDER along with other PURCHASERS/FLAT HOLDER in the said complex shall provide of their own water supply at their own cost with the assistance of builder till such time that the PWD water supply is made available at the said complex.

i) The FLAT HOLDER shall not let, sub-let, sell, transfer, assign or part with her interest under or benefit of the Agreement or part with delivery of the SAID FLAT until all the dues payable by her to the BUILDER/VENDOR under this Agreement are fully paid up and that too only if the FLAT HOLDER has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until she obtain/s the previous consent in writing of the BUILDER/VENDOR.

5. DEFECTS:-

a) Upon the PURCHASER/FLAT HOLDER taking delivery of the SAID FLAT and after one year from obtaining Occupancy Certificate from the Competent Authorities, they shall have no claim against the BUILDER/VENDOR 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/VENDOR shall not be responsible for colour/size variations in paintings, flooring tiles, glazed tiles, any natural stones, like marble, granite any sanitary fittings, etc.

b) In case of the second sale of the SAID FLAT (whether such sale is after one year or within one year) by the PURCHASER/FLAT HOLDER after taking delivery/possession of the SAID FLAT by the PURCHASER/FLAT HOLDER BUILDER/ VENDOR shall not be liable for any claim of defect.

6. OUTGOINGS:-

a) Infrastructure tax of built up area, or any development /betterment charges GST or deposits if demanded by or to be paid to the Mapusa Municipal Council, Bardez Goa any other Competent Authority incidental to the SAID FLAT shall be payable by the FLAT HOLDER in the manner to be determined by the BUILDER/VENDOR. The PURCHASER/FLAT

HOLDER agree/s to pay to the Builder/Vendors within seven days of demand, such share of the FLAT HOLDER of such charges or deposit.

b) Any levy or tax of any nature, including but not limited to VAT (value Added Tax), GST, Sales Tax, if levied or becomes payable by the BUILDER/VENDOR or on the project **VISION GALLERIA** or on individual FLAT in **VISION GALLERIA** including the SAID FLAT, shall be borne by the PURCHASER/FLAT HOLDER and accordingly, the amount of consideration mentioned on clause 2 above, shall stand increased to that extent. The amount so to be borne by the PURCHASER/FLAT HOLDER shall be paid by the PURCHASER/FLAT HOLDER within 07 days of the intimation by the BUILDER/VENDOR, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto the PURCHASER/FLAT HOLDER or its possession handed over to the PURCHASER/FLAT HOLDER.

c) Any taxes, charges or outgoings levied by the Mapusa Municipal Council or any other Competent Authority exclusively pertaining to the SAID FLAT shall be borne by the FLAT HOLDER, from the date of Occupancy Certificate, irrespective of whether the FLAT HOLDER has/have taken the possession of the SAID FLAT or not.

7. VARIATIONS IN PLANS:-

a) It is hereby agreed that the BUILDER/VENDOR shall be entitled and are hereby permitted to make such variation and alterations in the building plans or in the layout/elevation of the building including relocating the open spaces/all structures/ buildings/garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the BUILDER/VENDOR shall be entitled to sub divide the SAID PROPERTY into smaller portions or to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to form such subdivided portions of the SAID PROPERTY, if any. In the event there be any addition in FAR/FSI of the said plot/any amalgamated undeveloped area the same shall always belong

to the BUILDER/VENDOR at any time hereafter and the PURCHASER hereby consents to the same. If and when construction comes up in such properties adjoining the SAID PROPERTY, the same shall, at the discretion of the BUILDER/VENDOR, either from part of **VISION GALLERIA** or shall be a distinct project not connected with **VISION GALLERIA**. The BUILDER/VENDOR hereby gives his express consent to the above and it shall be considered as consent in writing of the BUILDER/VENDOR required by law.

b) All plans for the said **VISION GALLERIA** have been prepared and approval(s)/construction license(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the BUILDER/VENDOR are expressly entitled to revise the plans/ approvals(s)/ construction license (s) based on actual site conditions, which shall be constructed as final for all purposes.

c) In the event the BUILDER/VENDOR is required to permit the owner/s of any of the adjoining property/properties, the use of any portion of the SAID PROPERTY by way of right of way or by way of right of use, the BUILDER/VENDOR shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the F.A.R (floor area ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the BUILDER/VENDOR i.e. for the purpose of the built up area of **VISION GALLERIA**.

d) The BUILDER/ VENDOR shall be entitled to unilaterally revise the plans and/or specifications relating to (i) The exterior of **VISION GALLERIA** (ii) All common structures/ areas/ amenities in and around **VISION GALLERIA** including adding/ modifying/ deleting/ relocating any such structures /areas /amenities till the final submission of plans for approval and grant of occupancy certificate.

e) In the event, on account of changes in plans or for any other reasons, the built up area of the SAID FLAT is increased, the PURCHASER/FLAT HOLDER shall be liable to pay to the BUILDER/ VENDOR for the extra area, at such rate as may be calculated by the BUILDER/ VENDOR. Similarly if the built up area of the SAID FLAT is decreased, the BUILDER/ VENDOR shall

be liable to refund to the PURCHASER/FLAT HOLDER the amount corresponding to the differential area such rate as may be calculated by the BUILDER/ VENDOR.

8. FORMATION OF ENTITY:

a) The BUILDER/ VENDOR shall assist the PURCHASER/FLAT HOLDER of the said complex of **VISION GALLERIA** in forming a Maintenance Housing Society for maintaining the SAID Complex.

b) On the intimation of BUILDER/ VENDOR the PURCHASER/FLAT HOLDER along with other PURCHASER/FLAT HOLDER of the Said Complex of **VISION GALLERIA** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the Maintenance Housing Society.

c) The BUILDER/ VENDOR shall form Maintenance Housing Society of all the PURCHASER/FLAT HOLDER of the said Complex after completion of Phase I and the PURCHASER/FLAT HOLDER of other Phases shall be co-opted as members of the same Society.

d) The PURCHASER/FLAT HOLDER and the persons to whom 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 said Society from time to time and shall also be governed by the laws which may be applicable to the Society.

e) The PURCHASER/FLAT HOLDER hereby agrees and undertakes to be a member of the Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society and return to the BUILDER/VENDOR the same within 10(ten) days of the same being intimated by the BUILDER/VENDOR to the PURCHASER/FLAT HOLDER.

f) No objection shall be taken by the PURCHASER/FLAT HOLDER 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/VENDOR or by any competent authority.

g) The PURCHASER/FLAT HOLDER 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/VENDOR and of the other PURCHASER/FLAT HOLDER in **VISION GALLERIA**.

h) The BUILDER/VENDOR shall be in absolute control of those units in **VISION GALLERIA**, which remains unsold. Should the BUILDER/VENDOR decide to retain any portion in **VISION GALLERIA** it shall join the Society along with the other PURCHASER/FLAT HOLDER.

i) All papers pertaining to the formation of the Society and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance shall be prepared by the BUILDER/VENDOR or by the Advocate of the BUILDER/ VENDOR.

j) All costs, charges, expenses, etc., including registration and any other expenses in connection with the formation of the Society shall be borne by the PURCHASER/FLAT HOLDER and the other PURCHASER/FLAT HOLDER in such proportion as may be decided by the BUILDER/ VENDOR and/or the ENTITY.

9. TRANSFER:-

a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the SAID FLAT or of the said Property or any part thereof.

b) Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the SAID FLAT along with undivided proportionate Share of land at the cost of the PURCHASER/FLAT HOLDER in the names of various the FLAT HOLDER.

c) The BUILDER/VENDOR shall convey unto the PURCHASER/FLAT HOLDER the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which **VISION GALLERIA** is constructed, proportionate to the built up area of the SAID FLAT unto the PURCHASER/FLAT HOLDER, in such manner, as may be determined by the BUILDER/VENDOR.

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/FLAT HOLDER and the other Unit/Shop/Office Premises/garage HOLDER in such proportion as may be decided by the BUILDER/VENDOR and/or the ENTITY.

10. DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:-

a) The PURCHASER/FLAT HOLDER agrees/s to pay the BUILDER/VENDOR towards Electricity meter which will be provided by the BUILDER/VENDOR in the individual name of the PURCHASER/FLAT HOLDER. However expenses on procurement of electric meter and their installation will be charged extra, as applicable.

b) Rs. 50,000 /- (Rupees Fifty Thousand only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of common amenities, in the manner stated in clause 10 hereafter.

c) Maintenance Charges at Rs. 20/- (Rupees Twenty Only) per sq. mts., of built up area, per month of SAID FLAT area as may be demanded by the BUILDER/VENDOR, shall be payable to the BUILDER/VENDOR by the PURCHASER/FLAT HOLDER in one lump sum, for twelve months every year till the formation of the society to meet the expenditure towards the upkeep of common amenities for the SAID FLAT.

d) Rs. 510/- (Rupees Five Hundred and Ten only) or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership of the ENTITY.

e) Rs. 7,500/- (Rupees Seven Thousand Five Hundred only) towards the formation of the ENTITY and other incidental charges.

f) The above amounts shall be paid by the PURCHASER/FLAT HOLDER to the BUILDER/ VENDOR, on or before taking possession of the SAID FLAT.

g) The amounts so received by the BUILDER/VENDOR in terms of clause 10 shall be held by the BUILDER/ VENDOR only in representatives capacity, for a maximum period of 01(One) year from the date of obtaining occupancy certificates for all the building blocks of **VISION GALLERIA**, extendible for further period at the sole discretion of the BUILDER/ VENDOR.

h) If during the period mentioned in sub-clause(c) above, the ENTITY is formed, the deposit/membership amounts so held by the BUILDER/VENDOR, shall be paid by the BUILDER/VENDOR 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 in clause 10(b) here below. If, during this period, the ENTITY is not formed or the amounts is not take over by the ENTITY despite having been formed, the BUILDER/VENDOR shall open a fixed Deposit Account in any local branch of any Bank and deposit the same. The amount so held in fixed deposit along with accrued interest, shall be paid 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 in clause 10(b) here below.

i) 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.

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

11. 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 **VISION GALLERIA** is exclusively that of the PURCHASER(s) /FLAT HOLDER(s) (including the PURCHASER/ FLAT HOLDER herein) of various units in **VISION GALLERIA** 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/ VENDOR to act on his behalf for the purpose of meeting the following expenditure concerning common amenities, by setting of such expenditure against the interest or notional interest referred to in clause 9(d) or 9(e) above:

- (i) Common water charges;
- (ii) Common electricity charges;
- (iii) Lift Maintenance charges;
- (iv) Remuneration of attendants and watchman;
- (v) Consumables for upkeep;
- (vi) Such other amount as may be decided by the BUILDER/ VENDOR at their 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 **VISION GALLERIA** are obtained, unless extended at the sole discretion of the BUILDER/ VENDOR.

d) It is clearly agreed and understood by the PURCHASER/FLAT HOLDER that the BUILDER/ VENDOR responsibility during the above period shall be the payment of the above expenses only and the BUILDER/ VENDOR shall not be responsible for any accidents or thefts occurring within the precincts of **VISION GALLERIA**.

12. USE OF CERTAIN FACILITIES:

The PURCHASER/FLAT HOLDER along with all other PURCHASERS/FLAT HOLDER of the entire complex **VISION GALLERIA** of Phase I shall be entitled to use all the amenities and recreational facilities, provided by the BUILDER/ VENDOR in each phase. However all the members of the society shall be entitled to use all the amenities and facilities irrespective of they being PURCHASER/FLAT HOLDER in any phase and such use shall be at the sole responsibility and risk of the PURCHASER/FLAT HOLDER or his family members and he shall abide by the rules and regulation framed by the BUILDER/ VENDOR or the Society for this purpose.

13. GENERAL:-

a) The PURCHASER/FLAT HOLDER confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licences relating to the SAID FLAT.

The PURCHASER/FLAT HOLDER also confirm/s having taken physical inspection of the SAID PROPERTY and the plans of the SAID FLAT and satisfied themselves as to its size, area, location and dimensions.

b) Provided it does not in any way affect or prejudice the right of the PURCHASER/FLAT HOLDER in respect of the SAID FLAT the BUILDER/ VENDOR shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the SAID PROPERTY and/or in the said building.

c) The PURCHASER/FLAT HOLDER shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/ VENDOR may require from her from time to time in this behalf for safeguarding interalia the interest of the VENDOR and the PURCHASER/FLAT HOLDER.

d) The PURCHASER/FLAT HOLDER shall, on the date of signing the agreement, notify to the BUILDER/ VENDOR the address where any letters, reminders, notices, documents, papers etc. are to be served to him.

The PURCHASER/FLAT HOLDER shall also, from time to time notify any change in her address to the BUILDER/ VENDOR. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASER/FLAT HOLDER.

e) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASER/FLAT HOLDER as stipulated in this Agreement, the floor area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the BUILDER/ VENDOR alone without any rebate to the PURCHASER/FLAT HOLDER

f) 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 whatever concerning this Agreement shall be referred to arbitration in accordance with the Provisions of Indian Arbitration and Conciliation Act, 1996.

g) The possession of the SAID FLAT will be handed over to the PURCHASER/FLAT HOLDER after executing proper deed of conveyance.

SCHEDULE – I**Description of the SAID PROPERTY**

All that part and parcel of land admeasuring 1400m² bearing Chalta no.4(13) of P.T.Sheet 49 of City Survey Mapusa, comprising of two Portions (i) being Plot no.17 admeasuring 600 square metres and (ii) Plot no.18 admeasuring 800 square metres, being a part of the larger property identified as 'XELPEM INTEIRO', situated at Xelpem, within the limits of Mapusa Municipal Council, Taluka and Registration Sub District of Bardez, District of North Goa in the State of Goa; which property is described in the Office of Land Registrar Bardez under no.7458 at folio 283 of Book B-19 (New) and not enrolled in the Taluka Revenue Office.

The SAID PROPERTY is bounded as under:-

Towards the North: - Road.

Towards the South:-Chalta no.4 of P.T.Sheet 49 of City Survey Mapusa.

Towards the East: - Chalta no.4(22) and Chalta no.4 (23) of P.T.Sheet 49 of City Survey Mapusa.

Towards the West: - Chalta no.17 and 20 of P.T.Sheet 49 of City Survey Mapusa.

SCHEDULE -II**(Description of the Flat)**

All that Unit No. ____ having a built up area of ____ sq.mts (including the incidence of common area such as staircases and lifts) and the Corresponding Carpet area being ____ sq.mts on the _____ Floor of Block ____ of Phase I of Complex **VISION GALLERIA**, along with a stilt car park slot and together with the undivided proportionate share in the land described in the Schedule I hereinabove mentioned.

SCHEDULE -III**MODE OF PAYMENT**

(SUBJECT TO CLAUSE 2 AND CLAUSE 5 ABOVE)

1. On booking and signing of this agreement.	Rs. _____ /-
2. On Completion of Plinth	Rs. _____ /-
3. On Commencement of Upper Ground Floor Slab	Rs. _____ /-
4. On Commencement of First Floor Slab	Rs. _____ /-
5. On Commencement of Second Floor Slab	Rs. _____ /-
6. On Commencement of Third Floor Slab	Rs. _____ /-
7. On Commencement of Roof Slab	Rs. _____ /-
8. On Commencement of Laterite Masonary	Rs. _____ /-
9. On Commencement of External Plaster	Rs. _____ /-
10. On Commencement of Internal Plaster	Rs. _____ /-
11. On Commencement of Tiling	Rs. _____ /-
12. On Commencement of Painting	Rs. _____ /-
13. On Handover	Rs. _____ /-
	=====
Tota	Rs. _____ /-*

*GST as applicable

Out of the amount of Rs. _____/- (Rupees _____ Only) of the total consideration Rs. _____/- (Rupees _____ Only) (10%) shall be the component of the Earnest Money Deposits (EMD) as stipulated in clause 2(c) of the Agreement hereinabove.

MODE OF PAYMENT FOR EXTRA WORKS:

Extra work if possible will be executed by the VENDOR only after the amount corresponding to the cost of extra works is agreed to be payable by the PURCHASERS AND THE AMOUNT IS PAID IN ADVANCE. The estimate for the extra work, if any, prepared by the VENDOR shall be final and binding.

SCHEDULE –IV
(Specifications)

The Structure:

It is a R.C.C framed structure of columns, beams and c slabs. The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Flooring:

The entire unit except the toilet flooring will be of vitrified tiles or equivalent (Basic rate of the tiles will be Rs. 400.00 per sq mtrs) The flooring of the toilet is finished with ceramic tiles in floor (Basic rate of the ceramic tiles is Rs 300.00 per sq mt) Dado is provided up to full height with glazed tiles (Basic rate of glazed tiles is Rs 300.00 per sq. mts).

Doors and Windows:

Main door will have teakwood frames or equivalent and teak shutters or equivalent and the internal door frames shall be of sal/ matti wood or equivalent and flush shutters. Windows frames and shutters will be of Powder coated aluminum sliding type or equivalent. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch.

Kitchen:

The kitchen will have a cooking platform with black granite top. Stainless steel sinks with single bowl with 45 cms. The Dado above platform and sink is provided with glazed tiles upto 60cm ht. Jaquar, Hindware, Grohe or equivalent sink cock will be provided.

Internal Décor:

The walls & ceiling will be painted with 2 coats of oil-bounded distemper.

External Décor:

External walls will be painted with cement paint.

Water Supply:

Water is supplied to every unit through a common overhead tank provided which services all the units with a common electric pump and a common underground sump tank will be provided.

Plumbing and Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C of Cera, Hindware, grohe or equivalent units will provided with flushing system. The Sanitary installations will be in accordance with Municipal specifications. One shower and one washbasin of Jaquar, Hindware, grohe or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed with Anchor, Finolex or equivalent wires & Roma or equivalent switches. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point, one TV Point, one AC point and one plug point. Kitchen will have one light point, one 15 amps point and one 5 amps point. Toilets will have one light point each. Balconies and service verandah if any will have one light point one bell point will be provided.

Elevators:

Elevator of reputed company with backup generator will be provided for apartment.

General:

The Purchasers shall obtain his/her/their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the Purchaser. The Builders shall only provide the Purchaser with the required electrical test report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection.

EXTRA WORKS:

Any additional works desired by the PURCHASERS if permitted by the subject to overall approval of the authorities concerned, if need be, shall further be executed by the and the PURCHASERS shall have to pay additional cost for such extra item work.

OTHER AMMENTITIES:

The BUILDER shall provide security, clubhouse, garden in the compounded premises of **VISION GALLERIA**. The PURCHASER/FLAT HOLDER of the Units in the said complex shall use the other amenities by virtue of his/her having purchased a unit in **VISION GALLERIA**..The outgoing towards the maintenance of the premises and the amenities provided which include salary to staff both security and maintenance, running cost of the amenities provided and the water and electricity charges which would accrue for the common amenities will be paid from the maintenance charges collected for running of **VISION GALLERIA** from the membership share collected from the members on obtaining occupancy and once the Society is formed the same would be transferred as per the existing rules. The use of OTHER AMMENTITIES will be permitted only to the PURCHASERS of the unit and his/her family.

DRAFT

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

SIGNED AND DELIVERED BY)
The within named BUILDER/ VENDOR)
M/S VISION DEMPO HOSPITALITY
AND ESTATES PRIVATE LIMITED)
Represented herein by its Managing
Director _____)

Left hand finger prints

Right hand finger print

1.....

1.....

2.....

2.....

3.....

3.....

4.....

4.....

5.....

5.....

DRAFT

SIGNED AND DELIVERED BY)
 The within named PURCHASER)
 _____)

Left hand finger prints

Right hand finger print

1.....

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DRAFT

IN THE PRESENCE OF WITNESSES:

1.....

2.....