

**AGREEMENT FOR CONSTRUCTION
CUM SALE**

This AGREEMENT FOR CONSTRUCTION CUM SALE is made at PANAJI, ILHAS, GOA on this _____ day of MARCH of the year 2021.

B E T W E E N

TOLANI DEVELOPERS PRIVATE LIMITED, a Private Limited Company, registered under the provisions of the Indian Companies Act, 1956, holding PAN Card bearing No. XXXXXXXXXX, having its registered office at E-17, Lajpat Nagar-III, New Delhi – 110024, represented by its duly Authorised Director, SHRI HEMANT TOLANI, son of Shri Naresh Tolani, aged 36 years, married, business, holding PAN Card bearing No. XXXXXXXXXX, Aadhaar Card bearing No. XXXX XXXX XXXX, Indian National and resident of E-17, Lajpat Nagar – III, South Delhi – 110024, duly authorized vide Resolution passed by the Company in its meeting held on February 1st 2021, hereinafter called “THE VENDOR / DEVELOPER” (which expression shall unless repugnant to the context or meaning thereof shall include its Directors, legal representatives, successors, administrators, executors and assigns) OF THE FIRST PART.

A N D

SHRI _____, son of Shri _____, aged _____ years, married, business, holding PAN Card bearing No. _____, Aadhaar Card bearing No. _____ and Mobile No. _____, Indian National and resident of _____, hereinafter called “THE PURCHASER / FINANCIER” (which

expression shall unless repugnant to the context or meaning thereof shall include his heirs, legal representatives, successors, administrators, executors and assigns) OF THE SECOND PART.

WHEREAS, there exists a property known as "LOURANCHEM BORDA", admeasuring 1950 sq. mts., surveyed under Chalta No. 62/2 of P.T. Sheet No. 13 of City Survey Mapusa, situated within the limits of Cunchelim, Taluka Bardez, Sub District of Bardez, District of Goa, State of Goa, hereinafter called said property, more particularly described in SCHEDULE – I hereunder written.

AND WHEREAS, **the said** property originally belonged to Smt. Liliana Estela Alice de Braganza e Rodrigues and her husband Shri Filipe Rodrigues, both r/o. Candolim.

AND WHEREAS, by Deed of Sale with Discharge of Price dt. 22/05/1948, recorded before then Notary of Bardez at pages 84 to 90 of Book no. 482, said Liliana Estela Alice de Braganza e Rodrigues and her husband Filipe Rodrigues sold said property along with other properties to Shri Caridade de Souza and his wife Smt. Maria Rosaria Fernandes.

AND WHEREAS, the said property along with other properties are inscribed in the names of said Caridade de Souza and his wife Maria Rosaria Fernandes under Inscription No. 35310 at pages 65 reverse of Book no. G-39/182 in the Land Registration Office of Bardez, since 29/06/1948.

AND WHEREAS, upon the death of said Caridade D'Souza on 30/07/1950, Orphonological Inventory Proceedings were instituted before the Tribunal Judicial Da Comarca De Bardez in Court – II in the year 1951, and said property was listed as Item No. 20 and by Order dt.

04/11/1952, 1/3rd each of the said property was allotted to Shri Manuel de Souza, Shri Joao Xavier de Souza and Kum. Verediana de Souza, the children of his brother, Shri Caetano de Souza.

AND WHEREAS, by Instrument of Gift with Acceptance dt. 04/10/1968, registered before Sub Registrar of Bardez under no. 2114 at pages 159 to 163 of Book I, Vol. 27 dt. 09/10/1968, said Verediana D'Souza and her husband Shri Tomas Avelino Fernandes gifted their 1/3rd share in said property along with other property to Shri Luis Antonio D'Souza and his wife Smt. Tereza Maria Siqueira or Tereza Maria de Souza and Shri Joao Xavier D'Souza and his wife Smt. Telma Castellino e D'Souza in equal share each. Thus said Luis Antonio D'Souza also known as Manuel de Souza and his wife became the owners of half of the said property and said Joao Xavier D'Souza and his wife became the owners of the other half of the said property.

AND WHEREAS, upon the death of said John Xavier D'Souza alias Joao Xavier D'Souza, Inventory Proceedings being no. 258/2001/A were instituted before the Civil Judge Senior Division at Mapusa and by Order dt. 30/11/2001 his half share in said property listed as Item No. 2 along with other properties were allotted to his wife, said Thelma Castellino D'Souza.

AND WHEREAS, said Thelma Castellino D'Souza filed Regular Civil Suit being no. 159/03/D before the Civil Judge Junior Division at Mapusa against the heirs of said Luis Antonio D'Souza also known as Manuel de Souza and the said property was divided into two plots, and Plot 'B', admeasuring 608 sq. mts. of the said property, hereinafter called said plot, more particularly described in SCHEDULE – II hereunder written was allotted to said Thelma Castellino D'Souza and Plot 'A', admeasuring 608 sq. mts. of the said property was allotted to the heirs of said Luis

Antonio D'Souza, and remaining area adm. 734 sq. mts. on the northern side of the said property was reserved for the use of local people for immersion of Lord Ganesh and the same is confirmed by Judgment & Decree dt. 08/10/2007.

AND WHEREAS, by Order dt. 21/04/2008 passed by the Dy. Collector & SDO, Mapusa in Land Partition Case No. 15/215/2007/Part/Land, the said property was partitioned and said plot was allotted Chalta No. 62/2-A of P. T. Sheet No. 13 of City Survey Mapusa.

AND WHEREAS, by Deed of Sale dt. 08/05/2008, registered before Sub Registrar of Bardez under no. 3065 at pages 204 to 224 of Book I, Vol. 2636 dt. 05/06/2008, said Telma Castelino E D'Souza alias Thelma Castellino D'Souza alias Telma D'Souza alias Maria Telma Castelino sold said plot to Shri Vijay Vishnu Naik.

AND WHEREAS, prior to the said Deed of Sale dt. 08/05/2008, by Agreement for Sale dt. 07/11/2005, executed before Notary D. S. Petkar, said Telma Castelino E D'Souza alias Maria Telma Castelino alias Telma D'Souza had agreed to sell said plot to the Shri Gavandalkar Arun Anant, however the said Gavandalkar Arun Anant and his wife Smt. Gavandalkar Sangeeta Arun were not parties to the said Deed of Sale dt. 08/05/2008.

AND WHEREAS, Dy. Collector & SDO, Mapusa granted Sanad vide its No. CNV/City/11/2009/1622 dt. 30/06/2009 for conversion of said plot for residential use.

AND WHEREAS, North Goa Planning & Development Authority, Panaji granted Development Permission vide its No. NGPDA/M/1243/264/2013 dt. 30/04/2013 for construction of compound wall in said plot.

AND WHEREAS, Mapusa Municipal Council granted Licence vide its No. 19 dt. 05/07/2013 for construction of compound wall in said plot.

AND WHEREAS, by Deed of Sale dt. 26/06/2014, registered before Sub Registrar of Bardez under Reg. No. BRZ-BK1-02911-2014 of CD No. BRZD695 dt. 02/07/2014, said Vijay Vishnu Naik and his wife Smt. Sushama Vijay Naik, as Vendors along with said Gavandalkar Arun Anant and his wife Gavandalkar Sangeeta Arun, as Confirming Parties sold said plot to PRIANNA DEVELOPERS PRIVATE LIMITED, a Company incorporated and registered under the Companies Act, 1956.

AND WHEREAS, by Deed of Sale dt. 27/11/2020, registered before Sub Registrar of Bardez under Reg. No. BRZ-1-3069-2020 of Book 1 Document dt. 30/11/2020, said PRIANNA DEVELOPERS PRIVATE LIMITED sold said plot to the VENDOR / DEVELOPER.

AND WHEREAS, in Property Card of Chalta No. 62/2-A of P.T. Sheet No. 13 of City Survey Mapusa the name of the VENDOR / DEVELOPER is recorded under Mutation No. 212686.

AND WHEREAS, North Goa Planning & Development Authority, Panaji granted renewal of the Development Permission vide its No. _____ dt. _____ for construction of compound wall in said plot.

AND WHEREAS, Mapusa Municipal Council granted renewal Construction Licence vide its No. _____ dt. _____ for construction of compound wall in said plot.

AND WHEREAS, the PURCHASER / FINANCIER has approached the VENDOR / DEVELOPER and has agreed to finance the FLAT NO. _____, admeasuring _____ sq. mts. of carpet area and _____ sq. mts. of built up, on the _____ floor with Parking Slot “_____” in the said building “_____”, hereinafter called said FLAT more particularly described in SCHEDULE – III hereunder written and delineated in the red colour lines in the plan annexed hereto.

AND WHEREAS, the PURCHASER / FINANCIER has agreed to finance to the VENDOR / DEVELOPER a sum of Rs. _____/- (Rupees _____ only) towards the cost of construction of the said FLAT which includes the cost of undivided proportionate share in said plot, the details of Mode of Payment above stipulated total sum of Rs. _____/- (Rupees _____ only) is more particularly described in SCHEDULE - IV hereunder written.

AND WHEREAS, the said FLAT is constructed by the VENDOR / DEVELOPER in accordance with the specification mentioned in SCHEDULE - V hereunder written which forms a part of this Agreement.

AND WHEREAS, the PURCHASER / FINANCIER has taken inspection of all documents pertaining to the title of the VENDOR / DEVELOPER to the said plot and all clearances, permissions, licences and approvals obtained in connection with the proposed development and have satisfied himself about the marketability of the VENDOR / DEVELOPER title to the said plot and the legality of the proposed development.

AND WHEREAS, the VENDOR / DEVELOPER and the PURCHASER / FINANCIER have agreed to sign these presents upon terms, covenant and condition hereinafter appearing.

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

1. The VENDOR / DEVELOPER shall under normal conditions construct in the said new building “_____” the unfinished said FLAT NO. _____, admeasuring _____ sq. mts. of carpet area and _____ sq. mts. of built up, on the _____ floor with Parking Slot “_____”, as per the plans and specification seen and approved by the PURCHASER / FINANCIER with such variations and alterations as the VENDOR / DEVELOPER may consider necessary or as may be required by the Architect of the VENDOR / DEVELOPER or by any Authority to be made in them or in any of them (subject to the VENDOR / DEVELOPER showing such variations and alterations to the PURCHASER / FINANCIER). The PURCHASER / FINANCIER hereby expressly consent to such variations and alterations to the same and the VENDOR / DEVELOPER shall not be required to take any further permission from the PURCHASER / FINANCIER for the same. The said FLAT NO. “_____” is more particularly described in SCHEDULE - III hereunder written and delineated in the red colour lines in the plan annexed hereto and shall be constructed as per the specifications described in details in SCHEDULE – V hereunder written.
2. THE VENDOR / DEVELOPER do hereby agree to construct and sell the said FLAT, together with the corresponding undivided rights in said plot along with the Parking Slot to the PURCHASER / FINANCIER on completion of the construction of the said FLAT, in all respect for a total consideration of Rs. _____/- (Rupees _____ only) and the PURCHASER / FINANCIER has paid Rs. _____/- (Rupees

_____ only) by Cheque bearing no. _____ dt. _____ drawn on the _____, _____ Branch and the VENDOR / DEVELOPER do hereby admit and acknowledge having received the same and the remaining balance amount of Rs. _____/- (Rupees _____ only) shall be paid as per the mode of payment stipulated in SCHEDULE - IV hereunder written. It is further understood between the parties hereto that said consideration of Rs. _____/- (Rupees _____ only) which is inclusive of cost of proportionate share in said plot corresponding to the built up area of the said FLAT.

3. The VENDOR / DEVELOPER has assured the PURCHASER / FINANCIER that the VENDOR / DEVELOPER till the date of execution of these presents have not entered into any Agreement for Construction cum Sale or any other Deed with respect to the said FLAT with any third party nor has created any Third Party Rights.
4. If the PURCHASER / FINANCIER desire to get some variations done in the specifications detailed in SCHEDULE - V hereunder written and if the VENDOR / DEVELOPER agrees to effect such variations as desired by the PURCHASER / FINANCIER, (subject to the PURCHASER / FINANCIER giving in writing details of such changes to the VENDOR / DEVELOPER well in advance) the PURCHASER / FINANCIER shall have to pay the additional cost of such changes / additions before the relative item of work is taken up for execution and for the purpose of payment it shall be considered as an extra item of work.
5. The VENDOR / DEVELOPER shall deliver the said FLAT for use and occupation of the PURCHASER / FINANCIER on or before 24 months (with 12 months grace period) from the date of execution of these presents PROVIDED all the amounts due and payable by the PURCHASER / FINANCIER under this Agreement are paid by the PURCHASER / FINANCIER to the VENDOR / DEVELOPER. The VENDOR / DEVELOPER shall, by

notice in writing, intimate the completion of the said FLAT to the PURCHASER / FINANCIER and the PURCHASER / FINANCIER shall within 8 days of the receipt of the said notice, take delivery of the said FLAT and the VENDOR / DEVELOPER shall issue possession letter along with the copy of Occupancy Certificate.

6. If the PURCHASER / FINANCIER commits default in payment of any of the installments aforesaid on their respective due dates, time being the essence of the contract, and /or in observing and performing any of the terms and conditions of this Agreement, the VENDOR / DEVELOPER without any prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 15 days. The VENDOR / DEVELOPER shall, however, on such termination, refund to the PURCHASER / FINANCIER the amounts, if any, which may have till then been paid by the PURCHASER / FINANCIER to the VENDOR / DEVELOPER, but without any further amount by way of interest or otherwise, on the VENDOR / DEVELOPER terminating this Agreement under this clause, the VENDOR / DEVELOPER shall be at liberty to allot and dispose off the said FLAT to any other person as the VENDOR / DEVELOPER may deem fit, for such consideration as the VENDOR / DEVELOPER may determine and the PURCHASER / FINANCIER shall not be entitled to question this act of the VENDOR / DEVELOPER, and /or to claim any amount from the VENDOR / DEVELOPER, without prejudice to its right of terminating the present Agreement in case of default in payment of the installments of consideration, the VENDOR / DEVELOPER, at its absolute discretion, may allow the PURCHASER / FINANCIER to pay the defaulted installments of the consideration on the extended date/s with interest at the rate of 5% p.a. compounded quarterly.
7. The VENDOR / DEVELOPER shall not incur any liability if they are unable to deliver the possession of the said FLAT by the date stipulated in clause no. 5 if the completion of the scheme is delayed by reason of non-availability of steel, cement, other building materials,

water supply and/or electrical power or by reason of war, civil commotion or any Act of Goa or if non delivery of possession is as a result of any notice, order, ordinance rule or notification of the Government and/or any other public or local authority or for any other public or local authority or for any other reason beyond the control of VENDOR / DEVELOPER and in any of the aforesaid events, the VENDOR / DEVELOPER shall be entitled to reasonable extension of time for delivery of possession of the said FLAT.

8. If for reason other than those in clause No. 5 the VENDOR / DEVELOPER is unable to or fail to give possession of the said FLAT to the PURCHASER / FINANCIER within the date specified in clause no. 6 above or within any further date or dates agreed to by and between the parties hereto then and in such case, the PURCHASER / FINANCIER shall be entitled to give notice to the VENDOR / DEVELOPER terminating the Agreement, in which event, the VENDOR / DEVELOPER shall, within one year from the receipt of such notice, refund to the PURCHASER / FINANCIER the amounts, if any, that may have been received by the VENDOR / DEVELOPER from the PURCHASER / FINANCIER in respect of the said FLAT without interest..
9. Upon possession of the said FLAT being delivered to the PURCHASER / FINANCIER he shall be entitled to the use and occupy of the said FLAT, upon the PURCHASER / FINANCIER taking possession of the said FLAT they shall have no claim against the VENDOR / DEVELOPER in respect of any item of work in the said FLAT (defect liability period is only 12 months from the occupancy certificate).
10. The PURCHASER / FINANCIER shall use the said FLAT only for the purpose of residence or for any other purpose which is permissible under the prevailing laws and shall not use the same for any illegal / immoral purposes.

11. The PURCHASER / FINANCIER shall, from the date of possession said FLAT maintain the said FLAT, the internal walls partition walls, sewers, drains, pipes and appurtenances thereto, at their own 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, lift, Car Parking or any other common area which may be against the conditions or rules or bye laws of the Mapusa Municipal Council and/or of the Town & Country Planning Department / Planning Authority and/or and other authority and shall attend to and answer and will be responsible for all actions for violations or any such conditions or rule of buy-laws.

12. Provided it does not in any way effect or prejudice the rights of the PURCHASER / FINANCIER in respect of the said FLAT, the VENDOR / DEVELOPER shall be at the liberty to sell, assign, transfer and /or otherwise deal with their rights, title and interest in the said plot and/or in the said building scheme “_____”.

13. Nothing contained intense 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 plot or any part thereof.

14. The PURCHASER / FINANCIER shall not let, sub- let, sell, transfer, assign or benefit under this Agreement or part with possession of the said FLAT until all the dues payable by her to the VENDOR / DEVELOPER under this Agreement are fully paid up and that too only if they have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until they obtain the previous consent in writing of the VENDOR / DEVELOPER.

15. The PURCHASER / FINANCIER shall be bound to sign all the paper and documents and so all the acts, deeds, things and matter as the VENDOR / DEVELOPER may require for

them, from time-to-time, in this behalf for safeguarding, inter alia, the interest of the VENDOR / DEVELOPER and the PURCHASER / FINANCIER.

16. Any letters, reminders, notices, documents, papers, etc., are to be served on the PURCHASER / FINANCIER shall be deemed to have been properly sent and served , if it is posted at their notified address by Registered Post A/D or under certificate of posting at the address of the PURCHASER / FINANCIER given herein below:-

SHRI _____,
residing at _____.

17. The PURCHASER / FINANCIER hereby give his express consent to the VENDOR / DEVELOPER to raise any loans against the said plot and the said building scheme, and to mortgage the same with any Bank or Banks or any other financial institutions. It is clearly understood between the parties that under no circumstances the VENDOR / DEVELOPER shall be entitled to mortgage or create charge on the said FLAT and its proportionate undivided share hereby allotted to the PURCHASER / FINANCIER and the said FLAT shall always be free from encumbrances or charges thereon.

18. If at any time prior to the execution of the Deed of Conveyance and /or handing over the respective premises to the PURCHASER / FINANCIER as stipulated in this Agreement the floor area ratio presently applicable to the said plot is increased shall ensure for the benefit of the VENDOR / DEVELOPER alone without any rebate to the PURCHASER / FINANCIER. The PURCHASER / FINANCIER shall in no way interfere or question the VENDOR / DEVELOPER about such increase.

19. The VENDOR / DEVELOPER shall have a first lien and charge on the said FLAT agreed to be purchased by the PURCHASER / FINANCIER in respect of any amount payable by the

PURCHASER / FINANCIER to the VENDOR / DEVELOPER under the terms and conditions of this Agreement.

20. Upon the completion of the said building “_____”, the VENDOR / DEVELOPER shall execute the conveyance in respect of the premises and the corresponding undivided portion of the said plot, in proportion to the built up area of their respective Flats, in the names of all the premises holders of said new building scheme “_____” it is clearly made understood by and between the parties that upon execution and registration of such individual conveyance the VENDOR / DEVELOPER shall in no way be liable or responsible for formation of Association or any other entity. The VENDOR / DEVELOPER shall only extend any help if required for such formation without any monetary liability.
21. Any licence fee, Infrastructural tax, House tax, GST or any other taxes, charges or out goings levied by the Mapusa Municipal Council or Town and Country Planning Department or any other competent authority and the electricity and water charges, exclusively pertaining to the said FLAT shall be borne by the PURCHASER / FINANCIER from the date of delivery possession of the said FLAT.
22. The PURCHASER / FINANCIER shall also bear proportionate share in the maintenance of said building and also all outgoings for the maintenance and management of the building, common lights, common staircases, Inverter batteries backup for lift, lobbies, common compounds and open spaces, salaries of watchman, sweepers and other charges.
23. After handing over the possession, the VENDOR / DEVELOPER shall transfer convey and assign respective undivided proportionate share in said plot in favour of the PURCHASER / FINANCIER corresponding to the built up area of the said FLAT and upon execution of Deed of Sale for such conveyance of proportionate undivided share and/or of said FLAT the

VENDOR / DEVELOPER shall be cease to have any responsibility or control over the project
“ _____ ”.

24. The PURCHASER / FINANCIER shall never seek the mutation and partition of the undivided rights to the land proportionate to the built up area of the said FLAT.

25. In the event of any amount by way of premium, security deposit, betterment charges, development taxes, GST tax or any other taxes or payments of similar nature whether for the purpose of giving water connection, electricity connection or otherwise becoming payable by the VENDOR / DEVELOPER, the PURCHASER / FINANCIER hereby expressly undertake to reimburse the VENDOR / DEVELOPER for all such amounts in proportions to the area of the said FLAT and in determining such amount the decision of the VENDOR / DEVELOPER shall be conclusive and binding upon the PURCHASER / FINANCIER. The VENDOR / DEVELOPER shall be liable to present all the bills and receipts of taxes above said at the time of reimbursement.

26. The PURCHASER / FINANCIER shall also bear the costs for getting water and electricity connection to the said FLAT and also the cost of the respective meter-box, water pipes and materials. Likewise, the cost of the cable from the main electrical pole to meter box will be shared, proportionately, by all the premises holders in the said building
“ _____ ”.

27. The PURCHASER / FINANCIER shall deposit a sum of **Rs. _____/- (Rupees _____ only)** with the VENDOR / DEVELOPER at the time of taking over the possession of the said FLAT which amount shall be retained by the _____ in a separate Saving Bank Account titled as “**MAINTENANCE CELL ACCOUNT OF _____**” which account shall be subsequently transferred to the entity as and

when formed and registered of all occupants of “_____”. The PURCHASER / FINANCIER shall not be entitled to claim an interest or charges on the above referred deposit.

28. Any taxes, charges or outgoings levied by the Municipality or any other competent authority or electricity and water charges, infrastructure tax, house tax, GST, value added tax, construction license Fee etc. exclusively pertaining to the said FLAT shall be borne by the PURCHASER / FINANCIER from the date of delivery of possession of the said FLAT.

29. PROVIDED FURTHER and it is hereby agreed between the parties hereto as under:-

a. On taking delivery of the said FLAT, the PURCHASER / FINANCIER under no circumstances, shall carry out any structural alterations in or to the said FLAT, without the written consent of the VENDOR / DEVELOPER and express permissions from the competent statutory authorities.

b. The PURCHASER / FINANCIER under no circumstances shall block the open spaces viz., the passage and stair-cases, lift or any common area in the said building. Likewise the internal access roads in the said building scheme shall always be kept open and unobstructed.

c. The PURCHASER / FINANCIER shall have no right to the terrace portion of the said building “_____”, except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as the absolute property of the VENDOR / DEVELOPER.

30. The VENDOR / DEVELOPER hereby undertake to sign and execute a Deed of Sale (on completion of building “_____” and on obtaining Occupancy Certificate) and further undertake to produce themselves before the Sub Registrar of Mapusa, Bardez, Goa

or any other Registrar of Assurances, for admitting the contents of said Sale Deed in respect of proportionate undivided rights corresponding to the built up area of said FLAT to be transferred in favour of the PURCHASER / FINANCIER. All the costs, expenses, charges, fees incurred upon such Deed of Sale shall be borne by the PURCHASER / FINANCIER. The Draft of the Deed of Sale and the present Agreement shall be done only by the Advocate of the VENDOR / DEVELOPER. The PURCHASER / FINANCIER shall not be allowed to get drafted the present Agreement or the Deed of Sale from any other lawyer. The PURCHASER / FINANCIER hereby undertake to deposit **Rs. _____/- (Rupees _____ only)** towards legal fees to be paid to the VENDOR / DEVELOPER Advocate at the time of signing this Agreement.

31. The possession of the said FLAT is not handed to the PURCHASER / FINANCIER.

SCHEDULE – I
(DESCRIPTION OF THE PROPERTY)

ALL THAT property known as “LOURANCHEM BORDA”, admeasuring 1950 sq. mts., surveyed under Chalta No. 62/2 of P.T. Sheet No. 13 of City Survey Mapusa, situated within the limits of Mapusa Municipal Council, Taluka Bardez, Sub District of Bardez, District of Goa, State of Goa, described in the Land Registration Office of Bardez under no. 415 at folio 302 of Book B-3(old), enrolled in the Taluka Revenue Office under Matriz no. 11 and bounded as under:-

ON THE EAST : by property surveyed under no. 62/39 of P.T. Sheet no. 13 of City Survey Mapusa;

ON THE WEST : by property surveyed under no. 62/3 of P.T. Sheet no. 13 of City Survey Mapusa;

ON THE NORTH : by remaining portion of the same property kept for the use of local residents and nallah;

ON THE SOUTH : by road.

SCHEDULE – I
(DESCRIPTION OF THE PLOT)

ALL THAT plot of land (Plot 'B'), admeasuring 608 sq. mts. surveyed under Chalta no. 62/2-A of P.T. Sheet no.13 of City Survey Mapusa forms the part of the said property, more particularly described in SCHEDULE – I hereinabove written and said plot of land (Plot 'B') is bounded as under:-

ON THE EAST : by property surveyed under survey no. 39 of P.T. Sheet no. 8 of City Survey of Mapusa;

ON THE WEST : by property surveyed under no. 62/3 of P.T. Sheet no. 13 of City Survey of Mapusa;

ON THE NORTH : by property surveyed under no. 62/2 of P.T. Sheet no. 13 of City Survey of Mapusa;

ON THE SOUTH : by road.

SCHEDULE – III
(DESCRIPTION OF THE FLAT)

ALL THAT unfinished FLAT NO. _____, admeasuring _____ sq. mts. of carpet area and _____ sq. mts. of built up, on the _____ floor with Parking Slot “_____” in the said building known as “_____” along with the undivided proportionate share in the said plot, more particularly described in the SCHEDULE – II hereinabove written and said FLAT is delineated in red colour lines in the plan annexed hereto.

SCHEDULE – IV
(MODE OF PAYMENT)

a. On Booking and signing of this Agreement	-	25%
b. Plinth Completion	-	8%
c. Stilt Slab	-	8%
d. Ground Floor Slab	-	8%
e. First Floor Slab	-	8%
f. Second Floor Slab	-	8%
g. Roof Slab	-	8%
h. Complete Masonary	-	8%
i. Complete Plaster internal and external	-	8%
j. After painting and Tiling work	-	6%
k. After handover	-	5%

SCHEDULE – V
BUIDLING SPECIFICATION FOR FLATS

STRUCTURE:

It is a R.C.C framed structure of column, beams and slab. The internal partition walls will be 4 1/2" brick masonry and the external walls will be 6" brick/block/laterite masonry.

PLASTER:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coated, readymade lambi

FLOORING:

All flooring will be vetrified Tiles. The average landing cost of the tiles will be Rs. 500/- per sq. mts. Toilet and bathroom flooring will be in ceramic tiles and walls too in ceramic tiles of 1.8 mt. height of basic Rate Rs. 300/- per sq. mts.

DOORS:

Main door and main door frame will be teakwood and other doors frame will be of sal wood with flush shutters with salmikka/vanished. The doors will have steel hinges and brass oxidised fittings. The main door will have a night latch and one eye piece. French door shutter will be of Teakwood.

ROOF:

Roof slab shall be covered with manglore tiles.

WINDOWS:

Windows will be of powder coated aluminium.

KITCHEN:

The kitchen will have a cooking platform top furnished with Granite, having a Stainless steel sink single bowl only. The wall backing the kitchen platform shall be finished with 60 cms. height ceramic tiles of basic rate Rs. 300/- per sq. mt. and one loft normal size.

PAINING:

Internal walls will be painted with plastic distemper, ceiling with white wash. The external walls will be painted with cement paint.

WATER SUPPLY:

Underground sump with electric pump and overhead water tank will be provided which is common for all flat holders.

PLUMBING & SANITARY:

Soil, waste and water pipes will be partially concealed and of good quality. In the bathroom there will be one western commode and one shower. Whereas in the toilet area only one Western commode with a wash basin of standard size will be provided. Kitchen will have one tap, one aqua guard point and one point for washing machine.

ELECTRICAL INSTALLATIONS:

The installation will be concealed copper wiring. Bedroom will have 2 light point, one fan point and one plug point. Kitchen will have one light point, one 15 amp point, one 5 amp point. Bathroom/toilet will have one light point. In the living /dining room there will be 3 light point, one fan point, 3 plug points will be provided. Entrance door one light point will be provided with one bell point. Each bedroom AC point and inverter wiring only.

LIFT:

Lift will be provided with battery inverter/ARD.

GENERAL:

Each owner shall obtain his electrical connection from the respective Government Departments. The VENDOR / DEVELOPER shall only provide the PURCHASER / FINANCIER with the required electrical test report to the effect that the works are executed as per the Government regulations which is sufficient for obtaining the electrical connection. All meter charges of water and electrical connections will have to be borne by the PURCHASER / FINANCIER.

EXTRA WORK:

- a. In the case extra works with the extra items are executed by the VENDOR / DEVELOPER, the difference in cost towards the extra works as compared to the works provided by the VENDOR / DEVELOPER only shall be paid by the PURCHASER / FINANCIER in advance or cost difference have to be paid to the VENDOR / DEVELOPER.

- b. In the event the PURCHASER / FINANCIER wish to purchase an additional Parking Space, same shall be allotted on payment of extra cost at the discretion of the VENDOR / DEVELOPER.

IN WITNESS WHEREOF the parties have signed this Deed of Sale on this day, month and year first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED
"THE VENDOR / DEVELOPER"
TOLANI DEVELOPERS PRIVATE LIMITED,
represented by its duly Authorised Director,

SHRI HEMANT TOLANI,

(LEFT HAND FINGER PRINTS)

(RIGHT HAND FINGER PRINTS)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

SIGNED AND DELIVERED

BY THE WITHIN NAMED

“THE PURCHASER / FINANCER”

SHRI _____,

(LEFT HAND FINGER PRINTS)

(RIGHT HAND FINGER PRINTS)

- 1.....
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- 1.....
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- 3.....
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- 5.....

IN THE PRESENCE OF:-

- 1.....

- 2.....