

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made on this _____
(_____ at Margao Goa, on this

BETWEEN

M/S. L & T CONSORTIUM, a Partnership Firm duly registered before the Registrar of Firms at Salcette Margao on 09/12/2013 under Reg. No. 267, represented by its Partners,

- 1. MR. ABHAI ASHOK POI ANGLE**, having PAN BKKPP1460L, aged about 39 years, son of Mr. Ashok Poi Angle, Business, R/o. H.No.615, Dandevaddo, Chinchinim, Salcette, Goa and his wife.
- 2. MRS. SUJAL ABHAI POI ANGLE**, having PAN BSRPP3382E, aged about 30 years, wife of Mr. Abhai Ashok Poi Angle, Business, R/O. H.No. 615, Dandevaddo, Chinchinim, Salcette, Goa, hereinafter for the sake of brevity be referred to as "**VENDORS/BUILDERS**" (which expression unless repugnant to the context or meaning thereof, shall deemed to include their attorney's representatives, successors and assigns) of the **ONE PART.**

AND

(1) _____, having PAN _____, & Aadhaar No _____, wife _____, aged about -- years, married, Service, resident of _____, hereinafter for the sake of brevity be referred to as "**PROSPECTIVE PURCHASER**" (which expression unless repugnant to the context or meaning thereof, shall deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

ALL THE EXECUTING PARTIES TO THIS AGREEMENT OF SALE ARE INDIAN NATIONALS.

Whereas the Vendor / builder no.2 MRS. SUJAL ABHAI POI ANGLE, is represented in this Deed by her duly constituted Attorney MR. ABHAI ASHOK POI ANGLE, Vendor / Builder no. 1, vide Power of Attorney dated 25/08/2015 duly executed before Notary Adv. Kishor P. Prabhudessai and entered in his register under Reg. No. 570/Q/2015. The certified copy of the said Power of Attorney is annexed herewith.

AND WHEREAS there exists a property CAMANCASANANTULY BUIM. , or CHAMARCAZANANATULI BUIM or CHAMAR CARSANANTULO BUIM, admeasuring total area of 1050 sq. mts., which is situated at Deussua, Chinchinim, which is surveyed under survey No 10, Sub Div. No 1, of Village Deussua, within the jurisdiction of the Village Panchayat of Chinchinim, Taluka, and Sub-District of Salcete, District of South Goa. Goa state, more fully described in Schedule, hereinafter referred as to as the 'SAID PROPERTY'.

AND WHEREAS the said property was purchased by one Late Domingos

Francisco Lacerda by a Deed of Sale dated 22/5/1947, the said Domingos married Felicia Filipinia Januaria Barreto in the year 1954.

AND WHEREAS the said Felicia expired without issues on 5/2/2005 without leaving any ascendants or descendants, but leaving behind her sister Filomena Barreto as her sister and as sole and universal heir.

AND WHEREAS one Ernesto Herculano Lacerda and his wife Rosalina D'Souza alias Rosalina Lacerda became the owners of one half undivided share in the SAID PROPERTY and the other half devolved upon one Remedios Josinho Roberto Crasto and his wife Filomena Barreto herein.

AND WHEREAS the present VENDOR is the son of Remedios Josinho Roberto Crasto and Filomena Barreto and is related and closely associated with Ernesto Herculano Lacerda and his wife Rosalina D'Souza alias Rosalina Lacerda.

AND WHEREAS out of love and affection the said Ernesto Herculano Lacerda and his wife Rosalina D'Souza alias Rosalina Lacerda and Remedios Josinho Roberto Crasto and his wife Filomena Barreto desire to donate the SAID PROPERTY to the present VENDOR i.e MR. VILLET AUGUSTO NICASIO CRASTO by way of gift.

AND WHEREAS the present VENDOR, i.e MR. VILLET AUGUSTO NICASIO CRASTO by virtue of Deed of Gift executed on 09/04/2008, duly registered in the office of the Sub - Registrar of Salcete, at Margao, under Reg. No. 2167 at pages 238 to 251, book No. I, volume No. 2933 dated 16/04/2008, became the owner in possession of the SAID PROPERTY.

AND WHEREAS the ownership of the SAID PROPERTY by way of Deed of Gift was also being confirmed by the Civil Court of Junior Division in Regular Civil Suit No. 123/08/D, at Margao, by way of its Order and Decree dated 11/09/2009.

AND WHEREAS by Deed of Sale is duly registered before Sub Registrar of Margao, Book -1, under Reg. No. MGO-BK1-0311902016, CD No MGOD93 on 05/07/2016. MR. VILLET AUGUSTO NICASIO CRASTO as VENDOR sold the SAID PROPERTY to M/s L & T Consortium, a Partnership firm represented by its Partners MR. ABHAI ASHOK POI ANGLE and MRS. SUJAL ABHAI POI ANGLE.

AND WHEREAS after purchase M/s L & T Consortium have carried out mutation of his survey holding under survey No 10/1. That name of M/s. L & T Consortium is recorded as occupant in the said survey No. 10/1 as sole occupant.

AND WHEREAS by SANAD dated 7/4/2017 issued by office of South Goa District Margao an area of 840.00 sq.mts from the survey No. 10/1. under No AC-1/SAL/SG/CONV/68/2016/3586

AND WHEREAS The BUILDER has obtained Construction License from TOWN & COUNTRY PLANNING DEPARTMENT under License No TPM/28795/DEUSSUA/10/1/16/5544 dated 01/12/2016 approving the construction plan for the construction of residential cum commercial building along with stilt parking as per the approved plan.

AND WHEREAS The BUILDER has also obtained Construction License from Village Panchayat of Chinchinim- Deussua under License No VP/CD/C.L.NO.10/2017-18/478 dated 01/06/2017.

AND WHEREAS the Flat No. _____ is one of the premises proposed to be constructed situated on _____ Floor and measuring _____ Square meter in the said residential cum commercial building complex which is named as "VISTA DE CAMPO"

AND WHEREAS the prospective Purchaser has verified and inspected all documents pertaining to the title of the VENDOR/BUILDER to the said plot, the proposed building, all clearances, permissions, licenses, building plans and approvals obtained in connection with the proposed construction, upon which the PURCHASER is fully satisfied and convinced about clear and marketability of the title of the VENDOR AND BUILDER to the said Plot and legality of the construction of the proposed building and the BUILDERS's right in connection with the construction of the proposed building.

AND WHEREAS the PURCHASER, upon being satisfied with the title of the said Plot, building and others relevant documents, has approached the BUILDERS, for the purchase of _____, to be constructed in the proposed building, situated on the _____, having a carpet _____ and which Flat is duly identified herein as Flat No, _____ contoured in red color in the building designed plan annexed herewith and forming part and parcel of this Agreement. Hereinafter referred to as the 'said Flat', more particularly described in Schedule iii.

NOW THIS AGREEMENT TO SALE WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS UNDER:-

1. PREMISES:

- a) The BUILDER shall jointly and severally transfer and the PURCHASER shall receive the said Flat bearing No _____, having a carpet area _____, upon completion of said Flat and the proposed billing in all respects and upon the confirmation and no objection given by the BUILDER, free from all encumbrances, charges and liens, for a total consideration of Rs _____ (Rupees _____ Only) exclusive of applicable taxes, duties, levies, fees etc. due and payable (during the subsistence of this Agreement) in accordance with the mode of payment as stipulated in Schedule V appended to this Agreement. The PURCHASER has paid Rs _____ (Rupees _____ only) as advance towards the booking of the proposed Flat bearing No _____, vide a cheque bearing No _____, dated _____, drawn on _____, _____ branch, in favor of L & T Consortium
- b) The BUILDERS warrant that the said Flat No _____ shall conform to the specification mentioned in Schedule IV of this Agreement.
- c) The BUILDERS alone with the VENDOR shall under normal condition sell on ownership basis (i.e after completion) in the proposed building the Flat No _____ square meter
- d) The BUILDERS having the rights to construct the proposed building and the flats, thereof in the said Plot, shall not be required to take further permission or consent of the PURCHASER to carry out the development and completion of the proposed building and the flats constructed therein.

2. CONSIDERATION:

- a) In consideration of the purchase of the said Flat, the PURCHASER agrees to pay a total sum Rs. _____ (Rupees _____ Only) as per the mode of payment specified in Schedule V or before the date provided therein.
- b) The above said sum of Rs. _____ (Rupees _____ Only) includes the

cost of the incidence of the land proportionate to the super built up area of the said Flat.

- c) It is hereby agreed that each and every payment made by the PURCHASER in respect of the said Flat, to the BUILDERS shall be liable to GST or any other form of tax, as levied by the Central or State Government.
- d) That the BUILDERS shall from time to time inform the PURCHASER in writing about the due date as to when the amount specified in Schedule V of this Agreement, shall become payable.
- e) It is hereby agreed between Parties, that all payments shall be made payable to the BUILDERS by Cheque/demand draft i.e, the said cheque/demand draft shall be drawn in favor of M/S L & T CONSORTIUM.
- f) If the PURCHASER commits default in payment of any installments mentioned above on their respective due dates, time being essence of this Agreement, and /or in observing and performing any of the terms and conditions of this Agreement, the BUILDERS shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement by giving a prior written Notice of fifteen days.
- g) The BUILDERS shall, however, on such termination, refund the amount to the PURCHASER within 30 days from the date of resale of the said Flat, after forfeiting an amount of 15% paid to the BUILDERS, but without any further amount by way of interest or otherwise.
- h) On the BUILDERS termination this Agreement under this clause, the BUILDERS shall be at liberty to allot, sell and dispose of the said Flat to any other person/s of its choice as the BUILDERS may determine and the PURCHASER shall not be entitled to question this act of the BUILDERS or to claim any amount from the BUILDERS by way of compensation or otherwise.
- i) The BUILDERS and the VENDOR shall have control over the said Flat, till such time the payment of the entire amount which the PURCHASER is/are or may be found liable to pay to the BUILDERS under the terms and condition of this Agreement is realized.

3. DELIVERY USE AND MAINTENANCE OF THE SAID FLAT NO 102.

- a) The BUILDERS shall deliver the possession of the said Flat after obtaining occupancy certificate from the Competent Authorities for use and occupation of the PURCHASER within 30 months from the date of signing of this Agreement along with the confirmation and no objection given by the VENDOR and upon receipt of total consideration amount and also all the amounts due and payable by the PURCHASER under this Agreement: have been paid by the PURCHASER to the BUILDERS promptly
- b) The PURCHASER shall sign and execute all applications and documents required for formation of the Co-operative Maintenance Society/Co-operative Housing Society of the building "VISTA DE CAMPO" as may be decided by the BUILDER(Hereinafter referred to as the Society).
- c) The BUILDER shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimate the purchaser to take the delivery of the said Flat within seven days from the date of receipt of such notice, failing which the PURCHASER shall be deemed to have taken possession and delivery of the said Flat.
- d) From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged herein above whichever shall be later in point of time, the responsibility for maintenance of the said Flat in the proposed building shall

be of the respective PURCHASER.

e) The BUILDERS upon giving the intimation as stated above, shall be deemed to have completed the said Flat in accordance with this Agreement in all respect and shall not be responsible in any manner whatsoever, if the PURCHASER delays in taking delivery of the said Flat.

f) The BUILDERS shall however not incur an liability if they are unable to deliver possession of the said Flat by the aforesaid period, if the completion of the proposed building is delayed by reason of non-availability of steel and/or cement or other building materials or shortage\ non-availability of water or electric power, or by reason of labour unrest, war, civil commotion or any act of Goa, or if such non-delivery is caused as a result of any notice, order, rule notification or legislation, of the Government and/or any other Public or Competent Authority or for any other reason beyond the BUILDER'S control which would include delay on account of non-renewal/non-grant of building plans, Construction License and Occupancy Certificate by the Authorities concerned, despite application thereof being duly made by the BUILDERS and in any aforesaid events the BUILDERS shall be entitled to any extension of time corresponding to the extent of the length of such event for delivery of possession of the said Flat.

g) The PURCHASER shall use the said Flat only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities as may be made applicable. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Flats owners in building.

h) The PURCHASER shall, from the date of possession, have maintenance of the said Flat, Walls, Partition walls, sewers, drains, pipes and appurtenances thereto at their 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 compound which may be against the conditions or rule or bye-laws of the Chinchinim- Deussua Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

i) The PURCHASER shall not let, sub-let, sell, transfer or part with possession of the said Flat and/or assign his interest and/or benefit under this Agreement unless and until the following conditions are fulfilled:

(a) that the dues payable by him to the BUILDERS under this Agreement are fully paid up;

(b) that the PURCHASER has fully complied with all the terms & conditions of this Agreement;

(c) that the PURCHASER has obtained the previous consent in writing of the BUILDERS ; and

(d) the BUILDERS is made Confirming/consenting Party to all the documentation.

j) No Agreement which the PURCHASER may enter into with third parties for the purpose of letting, sub-letting, selling, transferring or parting with possession of the said Flat, and/or assigning his interest and/or benefit under this Agreement shall contain any term/condition/stipulation such as may be contrary to and/or derogatory to any term/condition/stipulation contained in this Agreement, and any such condition term or stipulation if contained in any such agreement, shall not be binding on the BUILDERS.

k) Any their party with whom the PURCHASER shall enter into an

Agreement as foresail shall be bound in the same manner and to the same extent as the PURCHASER under this Agreement, and/or stipulation in any such Agreement whereby such hire party is relieved from carrying out and/or being bound by any obligation and/or liability cast upon the PURCHASER under this Agreement shall be inoperative as against the BUILDERS.

1) it is hereby clarified that notwithstanding the fact that physical possession of the said Flat may be taken up by the PURCHASER, he shall be deemed to be in legal possession of the said Flat only after:-

(i) All amounts payable by the PURCHASER under this Agreement have been paid in full

(ii) This AGREEMENT OF SALE is without possession and separate Deed of Sale will be executed at the time of Delivery of Possession.

(iii) The requisite Occupancy Certificate is issued by the Authorities concerned.

4. DEFECTS/DEFICIENCY- EXTENT OF COVERAGE:

a) Upon the PURCHASER shall have no claim against the BUILDERS in respect of any item work in the said Flat which may be alleged not to have been carried out or completed.

b) Plaster cracks are inherent phenomena of newly constructed Flat. Such cracks to plaster/dampness in external walls shall not be considered as defective work.

c) The BUILDERS shall not be responsible for shade/colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

d) The BUILDERS shall not be responsible for absorption of certain colour pigments resulting in stains by vitreous tiles and consequently the PURCHASER are advised to avoid spillage of color pigment, turmeric, kumkum etc on tiles.

e) The defect liability period for the structure of the proposed building including the said Flat under this Agreement, shall be 12 Calendar months from the date of issuance of Occupancy certificate/handling one the possession/written intimation to the PURCHASER of the said Flat to take possession of said Flat whichever is earlier in point of time. Besides, coverage of defect liability period, on the part of the BUILDER shall be confined to the first sale only and does not extend to subsequent transactions, irrespective of the fact whether the said second sale takes place either before or after the stipulated period of 12 months as averred herein above wherein the BUILDERS shall only be a CONFIRMING PARTY.

5. ALLOTMENT OF CAR PARKING SPACE:

The PURCHASER to whom one car parking slot is provided by the BUILDERS, shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the said Flat owned by the PURCHASER agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted one car parking space as stated herein above. Any damage to the structure or supporting columns of the parking space, while parking the car, if caused, shall be rectified at the own cost by the PURCHASER to the satisfaction of the BUILDERS.

6. VARIATIONS IN PLAN:

a) it is hereby specifically agreed and consented to by the PURCHASER that the BUILDERS shall be entitled and also hereby deemed to have been permitted by the PURCHASER to make such variations 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 "VISTA DE CAMPO" situation and circumstances of the case may require during the execution and completion of the entire project as a whole before getting the occupancy certificate.

b) It is further agreed and deemed to have been explicitly consented by the PURCHASER that the BUILDERS shall be entitled to amalgamate the said Plot and use the unused FAR in the adjacent Plot with now or to obtain access or right of way to or from such adjoining properties, if any and if required for ultimate beneficial enjoyment of the said Plot by the prospective Purchaser/Transferees of the Flats therein and deemed to have been consented by the PURCHASER. The decision of the BUILDERS in this regards shall be final and binding on the Purchaser/Transferees. The PURCHASER hereby give his express consent to the above and it shall be considered as consent in writing of the PURCHASER required by Law.

c) All plans for the proposed building have been prepared and the approval(s)/ construction licenses with respect to the same have been obtained, on the basis of the survey plans of the said Plot and the areas mentioned therein, and the BUILDERS are expressly entitled to revise the plans/approval(s) licenses based on actual site conditions, which shall be construed a final for all purposes.

d) The BUILDERS shall be entitled to unilaterally revise the plans and/or specifications relating to:-

i. The exterior of the proposed building, "VISTA DE CAMPO"

ii. All common structures/areas/amenities in and around the proposed building, "VISTA DE CAMPO", including adding/modifying/deleting/relocating any such structures/areas/amenities till the final submission of the plans for approval and grant of Occupancy Certificate to be in consonance with proposed building, "VISTA DE CAMPO" in the said plot.

iii. The BUILDERS shall be at liberty, and are hereby permitted by the PURCHASER to make variations in the layout/elevation of the building including relocating of the access to the building: as the exigencies of the situation demands and the circumstances of the case may require, so long as the super built up area of the said Flat is not altered and the standard specification set out in Schedule IV hereunder written are not altered.

iv. In the event the PURCHASER desires to make any changes or additions within the said Flat to standard specification set out in Schedule IV hereunder written, if permitted, by the BUILDERS subject to overall approval of the authorities concerned, it need be the PURCHASER shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an 'extra work'. In such event the BUILDER irrespective of the payment received for carrying out the 'extra item of work' shall be entitled for sufficient extension of time over and above the time specified in Clause 3(a) above to deliver the possession of the said Flat, as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the work.

v. In addition to above it has been learnt to the PURCHASER herein and the PURCHASER have consented as an end user, that the 'extra item of work' asked for by him and to be executed by the BUILDERS as above, shall only be at his risk, responsibility and functional efficiency of such changes asked

for and the BUILDERS shall not be held responsible or accountable or answerable or called upon either to re-do or re-place the same as a 'defective time of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the PURCHASER are a deviation from the standard and time tested design adopted by the BUILDERS.

vi. In the event the PURCHASER either during the subsistence of this Agreement or after taking over the possession of the said Flat makes any changes/additions in the electrical layout thereafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the BUILDERS for the said Flat, then in such an event the BUILDERS shall not be held responsible or accountable or answerable or liable either to compensate or replace any writing material, fixtures and fittings developing any alleged defects/deficiencies either in its quality or performance and the PURCHASER shall be solely responsible for the same at their own risk and cost.

7. TAXES AND OUTGOINGS:

a) From the date of taking per possession of the said Flat, the PURCHASER shall be liable to pay the property tax and all other taxes, charges, assessments, levies etc by whatever name it be called, as he be owner of the said Flat. The BUILDERS shall not be responsible for any default in payment of such tax thereafter.

b) Any taxes, charges or outgoing levied by the Chinchinim- Deussua Panchayat or any other Government and Semi Government Department or any other competent authority for consumption of electricity, water/sewage charges, exclusively pertaining to the said Flat shall be borne by the PURCHASER from the date of issuance of the Occupancy Certificate.

c) If at any time any levy or taxes is/are charged or levied or sought to be recovered by Government or any other Public Authority or body, in respect of the proposed building, a portion of such levy and/or tax which is proportionate to the said Flat agreed to be purchased under this Agreement, shall be borne and paid by the PURCHASER.

d) The PURCHASER agrees and binds himself to pay to the BUILDERS, regularly even month by the 5th of each month, until the Deed of Sale/ Conveyance Deed of the said Flat is executed, the proportionate share that may be decided by the BUILDERS or as the case may be, legal entity, for/towards:

(a) all Panchayat and other taxes and outgoings that may from time to time be levied against the proposed building;

(b) water and electricity connection charges.

8. GENERAL.

a) The PURCHASER hereby confirms having taken inspection, to his full satisfaction, of the requisite documents of title to the said Plot and to the Plans/approvals/license relating to the said Plot or the said Flat or the proposed building, "VISTA DE CAMPO"

b) The BUILDERS shall be at liberty to sell, assign, transfer or otherwise deal with its rights, title and interest in or to the proposed building provided it does not in any way affect or prejudice the rights of the PURCHASER in respect of the said Flat.

c) The PURCHASER shall be bound to sign all papers and documents and do all the things and matters as the things and matters as the BUILDERS

may require from him, time to time in this behalf for safeguarding, inter alia, the interest of the BUILDERS and the PURCHASER as well.

d) The rights of the PURCHASER under this Agreement shall extend only to the said Flat agreed to be purchased by him under this Agreement. The PURCHASER shall have no claim and /or right of whatsoever nature in respect of any other Flats or spaces or areas in the proposed building or open spaces or garden or trees, existing in the said Plot which are the sole and exclusive property of the BUILDER, till the society is formed.

e) It is hereby agreed that all papers pertaining to the admission of the PURCHASER to the said Society and any rules and regulations thereof including the subsequent sale if any, till such admission is taken to the said Society; all necessary Deed/s of Conveyance and all such other documents to be executed, shall be prepared by an Advocate for the BUILDERS and that all costs and expenses including stamp duty and registration fees incurred in executing Deed of Conveyance shall be borne by the respective PURCHASER.

d) 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.

g) If at any time in future, the floor area ratio applicable at the time of execution of this Agreement, to the said Plot, is increased, then and in that event, the BUILDERS alone shall be entitled to utilize such additional floor area, without any rebate to the PURCHASER.

h) It is clearly understood between the Parties that all costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and other expenses in connection with preparation, execution and registration of Conveyance Deed/individual sale deeds/formation of society and/or other connected matters, shall be paid by the PURCHASER and other Purchasers.

i) The BUILDERS shall have a first lien and paramount charge on the said Flat agreed to be purchased by the PURCHASER in respect of any amount payable by the PURCHASER under the terms and conditions of this Agreement.

j) The PURCHASER agrees to pay to the BUILDERS, all deposits that may be demanded by or paid to the Electricity Department and/or Water works Department for the purposes of giving electricity/water connection(s) to the proposed building as also the electric/water meter deposits that may be required to be paid. The BUILDER shall however be entitled to collect such amounts at the time of handing over the possession of the said Flat from the PURCHASER.

k) All such deposits and/or amounts shall be paid by the PURCHASER at the time of taking possession of the said Flat or within seven days of the BUILDER calling upon the purchaser to pay such deposit(s)/ amount(s) whichever is earlier.

l) All notices to be saved though Registered AD post or by hand deliver, on the PURCHASER at the address stated hereunder and shall be deemed to have been duly served if sent to the PURCHASER at this address:-

m) All notices sent to the PURCHASER at the address stated in above clause hereof shall be deemed to have been duly received by him within seven days of such posting irrespective of the fact whether the Addressee is found or not found whether the notices is claimed per unclaimed and notwithstanding that it is refused and incase of any change of address of the

PURCHASER, then the PURCHASER shall inform the BUILDER about the said change in writing.

9. DISPUTES/ SETTLEMENT:

- a) In case any of the Party to this Agreement violates any terms and conditions of this Agreement, the aggrieved Party shall be entitled for the specific performance of this Agreement under the Specific Relief Act.
- b) The Possession of the said Flat has not yet been handed over to the PURCHASER, for the time being.
- c) The BUILDERS/CONFIRMING PARTY confirms at the present Agreement for Sale.

SCHEDULE - I

(Description of the 'SAID PROPERTY')

ALL THAT PROPERTY, admeasuring 1050 sq. mts. of the property Known as CAMANCASANANTULY BUIM. , or CHAMARCAZANANATULI BUIM or CHAMAR CARSANANTULO BUIM', which is situated at Deussua within the jurisdiction of the Village Panchayat of Chinchinim, Taluka, and Sub-District of Salcete, District of South Goa. Goa state, described in the Land Registration Office of Salcete at Margao under No. 32875 enrolled in the Taluka Revenue office at Margao under Matriz No. 116 and surveyed under No. 10/1 of Village Dessusa, which is more fully shown in the plan hereto annexed and is bounded as follows:

On the NORTH: by property of heirs of Crisanto Lacerdo and others presently by road.

On the SOUTH: by property of heirs of Eugenio Francisco Annunciacao Pinto & others, now by survey No 10/22.

On the EAST: by property of heirs of said Eugenio Francisco Anunciacao Pinto & others now by survey No 10/2

On the WEST: by paddy field of comunidade now by survey No. 11/1 & 11/2.

SCHEDULE - II

(Description of said Proposed Building)

ALL THAT Proposed multi-storied building with system of flats/Shops to be constructed on the said Property described in Schedule 1.

SCHEDULE -III

(Description of Said Flat No _____)

ALL THE Flat No. _____, to be constructed in the proposed building, described in Schedule ii, situated on the _____, having carpet area of _____ Square meters.

The said Flat No _____ is bounded as follows:-

On the NORTH: BY ROAD

On the SOUTH: by property of heirs of Eugenio Francisco Annunciacao

Pinto & others, now by survey No 10/22

On the EAST: FLAT No 101

On the WEST: FLAT No 103.

The said Flat is duly identified herein as Flat No _____ contoured in red color in the building design pan annexed to this Agreement.

SCHEDULE- IV
SPECIFICATIONS FOR FLAT NO _____

The Flat No _____ consists of; Two bed rooms of which one bedroom has attached bath/toilet, one common bath/toilet, one living room, one kitchen with sink. The Specifications of Flat No _____ is as follows:-

1. **STRUCTURE:** The Building consists of reinforced cement concrete frame structure; the masonry in plinth is of laterite stone in cement mortar. The masonry in super structure is 20 cms. thick laterite masonry in cement mortar. All partition walls are of 10 cms brick burnt masonry in cement mortar.

II. **PLASTER:** The internal plaster is in once coat of cement mortar and finished with neeru. The External plaster is general is in two coasts of cement mortar.

III. **FLOOR FINISH:** The said Flat except the toilet is finished with vitrified tiles. The flooring of the toilet is finished with ceramic tiles in floor. Dadoo is provided up to full height with glazed tiles.

IV. **WINDOWS:** The windows are of powder coated aluminum sliding type. The Toilet Ventilators are in concrete frame and glass louvered type.

V. **DOORS:** Main door is of teak wood paneled shutter alone with sal Wood/Matti wood frame. All bedroom and balcony doors are flush doors. Toilet door's frame will be of concrete and door will be FRP door.

VI. **PAINTING:** Internal walls and ceiling are painted with two coast of Acrylic base oil bound distemper external wall are painted with two coasts of apex over a coat of primer.

VII. **TOILET/BATH:** Toilet is provided with European style W.C Pan. The floor is of ceramic tile and having a glazed tile dado. Wash basin is provided in the toilet.

VIII. **KITCHEN:** RCC platform with stainless steel sink, with Granite stone with 45 cm. dado tiles.

IX. **DRAINAGE:** All sewage water is connected to the septic tank/sewerage line as per the requirements of the local authority.

X. **WATER SUPPLY:** Water is supplied to every apartment through a common overhead tank provided for each building which services all the apartments. One underground sump and one electric pump is provided.

XI. **ELECTRICAL PROVISIONS**

- (A) Living Room:-
 a. Light Points -- 4 in Nos
 b. Fan Points -- 2 in Nos
 c. 5 Amps -- 1 in Nos
 d. 15 Amps-- 1 in Nos
 e. Telephone Point-- 1 in Nos
 f. Television Point-- 1 in Nos

(B) Passage :- Light Point within the flat - 1 in Nos

- © Kitchen:-
 a. Light Points -- 2 in Nos
 b. Fan Points -- 1 in Nos.
 c. 5 Amps-- 3 in Nos.
 d. 15 Amps-- 1 in Nos.

- (D) Bath/Toilet (2 in nos.)
 a. Light Points -- 1 in Nos.
 b. 5 Amps-- 1 in Nos
 c. 15 Amps -- 1 in Nos.

- (V) Bedroom (2 in Nos.)
 a. Light points -- 2 in Nos
 b. Fan Pints -- 1 in Nos.
 c. 5 Amps -- 2 in Nos.
 d. 15 Amps -- 1 in Nos

XII. OTHER SPECIFICATIONS:

- i. Bedroom doors shall have mortise locks with tower bolt on one side;
- ii. Main door shall be provided with europa lock and tower bolt on inner side;
- iii. Bath/ Toilet doors shall have handles and latches on both sides (1 handle and 1 latch each side);
- iv. All Sanitary fittings shall be of reputed make;
- v. All C.P. fittings shall be of reputed make; and
- vii. Shower head with mixer, basin mixer, kitchen mixer for sink and health faucet in WC shall fitted

SCHEDULE V

a Mode of payment:

Mode of payment of installments:

1	On or before signing of agreement	12%	Rs
2	On or before completion of Plinth Level	12%	Rs
3	On or before casting of 1st Slab	12%	Rs
4	On or before casting of 2rd Slab	12%	Rs
5	On or before casting of 3rd Slab	12%	Rs
6	On or before completion of Masonry work of said Apartment	12%	Rs
7	On or before completion of Internal Plastering of said Apartment	12%	Rs
8	On or before completion of External Plastering of said Apartment	07%	Rs

9	On or before starting of tiling work of said Apartment	07%	Rs
10	On Possession of said Apartment	2%	Rs
	TOTAL	100%	Rs

{ABOVE RATES ARE EXCLUDING ALL TAXES AS APPLICATION TIME BEING IN FORCE}

IN WITNESSES WHEREOF the **VENDORS/BUILDER** and the **PROSPECTIVE PURCHASER** have signed and subscribed their respective hands on the date, month and year first above written.

**SIGNED, SEALED AND DELIVERED BY WITHIN
NAMED VENDOR/BUILDER No. 1 & NO. 2)
MRS. SUJAL ABHAI POI ANGLE)
DULY SIGNED BY P.O.A. HOLDER)
MR. ABHAI ASHOK POI ANGLE)**

Right Hand Finger Prints

Left Hand Finger Prints

SIGNED, SEALED AND DELIVERED BY WITHIN

NAMED PURCHASER

Mr _____

Right Hand Finger Prints

Left Hand Finger Prints

Witnesses:-

1. _____

2. _____