AGREEMENT FOR SALE

THIS AGREEMENT is made at Panjim, on **__ of ___ 2017.**

BETWEEN:

M/S SUKHTHANKER ASSOCIATES, a sole proprietorship concern of Shri Shekhar Sadanand Sukhthanker (PAN ARNPS5306B) (Aadhar Card No. 9650 5797 7334), aged 63 years, son of late Sadanand Sukhthanker, married, businessman, Indian National, resident of "Sadanand", New Pundalik Nagar, H. No. 1728, Alto-Betim, Porvorim, Bardez, Goa, hereinafter called as the "VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators, successors and/or assigns) of the ONE PART.

AND

(1) MR. ..... (PAN .....) (Aadhar Card No. .....), son of ....., aged ... years, married, occupation ..... and his wife (2) MRS. ..... (PAN .....) (Aadhar Card No. .....), daughter of ....., aged ... years, married/unmarried, occupation ....., both Indian Nationals, residents of ....., hereinafter referred to as the PURCHASERS, (which expression shall, unless it be repugnant to the

context or meaning thereof, mean and include their heirs, legal representatives, administrators, successors, and assigns), of the SECOND PART.

W H E R E A S:

1. There exists the property bearing Survey No. 114/3-H at Ella within the limits of Village Panchayat Ella, Taluka Tiswadi and Registration Sub-District of Ilhas District North Goa in the state of Goa admeasuring 7868 Sq.mts. The aforesaid property is described in detail in schedule no.1 hereafter written and shall hereinafter be referred to as the **SAID PROPERTY**.

2. On 5.02.09 Shri Mahabaleshwar Vinayak Ghantkar, Smt. Lalitha Mahabaleshwar Ghantkar, Mrs. Lina Yatin Hegde Dessai and Shri Yatin Narendra Hegde Dessai the owners of the SAID PROPERTY entered into an agreement with the VENDOR and in terms of the said Agreement, the VENDOR has constructed in the SAID PROPERTY , a building project known as and hereinafter be referred to as '**Samarth Enclave'** comprising of residential flats and other amenities.

3. Pursuant to the said Agreement dated 05/02/2009, the VENDOR has paid to the said owners, the entire consideration amount of the SAID PROPERTY which is partly paid in cash and partly in the form of constructing and allotting to them, 13 residential flats in the said building project 'Samarth Enclave'.

4. In consideration of the payment of the said consideration amount in cash and by constructing and allotting the said 13 residential flats by the VENDOR to the owners, the owners have retained with themselves, an undivided 1500.00 sq. mts. in the SAID PROPERTY which is proportionate undivided share in the said property corresponding to the area of said 13 flats and the balance undivided 6368.00 sq. mts. in the SAID PROPERTY have been conveyed by the owners in favour of the VENDOR.

5. The VENDOR and the said owners have accordingly executed a Deed of Exchange dated 13/10/2017 registered before the Sub Registrar of Ilhas under Registration No. PNJ-BK1-02562-2017 dated 16/10/2017 and in terms of the said Deed of Exchange, the VENDOR has conveyed in favour of the said owners, the said 13 residential flats and simultaneously, the owners have conveyed in favour of the VENDOR, the undivided 6368.00 sq. mts. in the SAID PROPERTY.

6. The VENDOR shall sell the balance residential flats located in the said ‘Samarth Enclave’ on ownership basis as an Immoveable property i.e involving conveyance of such premises in the said ‘ Samarth Enclave ‘and/or the said property or undivided shares therein by way of execution and registration of requisite unilateral sale deeds .

7. **The PURCHASERS have approached the VENDOR with a desire to purchase one residential flat in the said complex, 'Samarth Enclave'** identified as **Flat No**. ____ on **the** _____ **Floor** in **Bldg. No.**__ of '**Samarth Enclave'** admeasuring ___ sq. metres of super built up area (including the incidence of common areas such as staircases and lifts), corresponding built up area being __ sq.mts. and corresponding carpet area being ___sq. metres, along with terrace ___ sq. mts which Flat is/are described detail in Schedule No. II hereafter written and shall hereinafter be referred to as the SAID FLAT. The SAID FLAT has been issued Occupancy Certificate dated ..... bearing No. ..... by the Village Panchayat Ella.

8. **The VENDOR** has agreed to sell the SAID FLAT to the **PURCHASERS** for a consideration of Rs. _____/- (**Rupees** _____ **Only**) which consideration includes the cost of corresponding undivided share in the land and subject to the further terms and conditions hereafter appearing.

9. The **PURCHASERS** has/have agreed to pay the above said sum of **Rs** _____/- (**Rupees** _____ **Only**) and the other incidental amounts in the manner stipulated herein and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES:

(a) The **VENDOR** agrees to sell to the **PURCHASERS** and the **PURCHASERS** agree/s to purchase from the VENDOR, the SAID FLAT viz. Flat No _____ admeasuring ___ sq. metres of super built up area (including the incidence of common areas such as staircases and lifts),corresponding built up area being ___ sq.mts. and corresponding carpet area being **___ Sq Metres,**along with terrace __ sqmts on the _____ **floor** of Building No ___ of '**Samarth Enclave'**, which Flat is described in detail in Schedule II hereafter written and shown delineated in red boundary line on the plan annexed hereto. The **VENDOR** shall provide to the **PURCHASERS** car parking lot on stilts as shown in red colour on the plan annexed hereto. The **VENDOR** reserves the right to unilaterally change the location and/or the size/dimensions of the car parking lot now earmarked for the **PURCHASERS.**

(b) The SAID FLAT shall be sold as an immoveable property by way of execution and registration of the requisite Deed of Conveyance, in the manner stipulated hereinafter.

2. CONSIDERATION:

(a) In consideration of the purchase of the SAID FLAT, the **PURCHASERS** agree/s to pay to the **VENDOR**, a sum of Rs. _____/- subject to clause 5 hereafter written, as per the mode of payment specified in Schedule No.III on or before the dates provided therein.

(b) The above said sum of Rs _____/- (**Rupees** _____ **Only**) includes the cost of the

incidence of land proportionate to the super built up area of the SAID FLAT.

(c) If the **PURCHASERS** commit/s default in payment of any of the installments aforesaid on their respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the **VENDOR** shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of thirty days. The termination shall become effective from the date of completion of the Notice period of 30 days. The **VENDOR** shall, however, on such termination, refund to the **PURCHASERS** the amounts, if any, which may have till then been paid by the **PURCHASERS** to the **VENDOR,** but without any further amount by way of interest or otherwise.

(d) On the **VENDOR** terminating this Agreement under this clause, the **VENDOR** shall be at liberty to allot and dispose of the SAID FLAT to any other person as the **VENDOR** deems fit, for such consideration as the **VENDOR** may determine and the **PURCHASERS** shall not be entitled to question this act of the **VENDOR** or to claim any amount from the **VENDOR**.

(e) Without prejudice to **VENDOR's** other rights under this Agreement and/or in law, the **PURCHASERS** shall be liable to pay to the **VENDOR**, interest at the rate of 12% per annum, compounded monthly, on all amounts due and payable by the **PURCHASERS** under this Agreement, if any

such amount remains unpaid for thirty days or more after becoming due.

(f) The **VENDOR** shall have a first lien and charge on the SAID FLAT, agreed to be sold to the **PURCHASERS** in respect of any amount payable by the **PURCHASERS** to the **VENDOR** under the terms and conditions of this Agreement.

3. DELIVERY, USE AND MAINTENANCE OF THE FLAT:

(a) The **VENDORS** shall hand over to the PURCHASER/S, the possession of the said flat within a period of ..... days/months from the date of the execution of this Agreement PROVIDED, all the amounts due and payable by the **PURCHASERS** under this agreement are paid by the **PURCHASERS** to the **VENDOR**.

(b) The PURCHASERS shall be liable to pay the outgoings such as Municipal Taxes, etc. from the date of the **Occupancy Certificate** of the SAID FLAT. From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID FLAT) in '**Samarth Enclave'** shall be of the respective PURCHASERSS and the responsibility/liability with respect to the common amenities of '**Samarth Enclave'** and looking after the upkeep thereof shall be the solely that of the respective **PURCHASERS.**

(c) The **PURCHASERS** shall use the SAID FLAT only for the purpose of residence. The **PURCHASERS** 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 premises owners in the said '**Samarth Enclave'.**

(e) The **PURCHASERS** shall, from the date of possession, maintain the SAID FLAT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at HIS/HER/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 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.

(f) The **PURCHASERS** shall not let, sub-let, sell, transfer, assign or part with HIS/HER/THEIR interest under or benefit of this agreement or part with delivery of the SAID FLAT until all the dues payable by HIS/HER/THEIR to the **VENDOR** under this agreement are fully paid up and that too only if the **PURCHASERS** has/have not been guilty of breach for non-observance of any of the terms and/or conditions of this Agreement and until HE/SHE/THEY obtain/s the previous consent in writing of the **VENDOR.**

4. DEFECTS:

Upon the **PURCHASERS** taking delivery of the SAID FLAT, HE/SHE/THEY shall have no claim against the **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 **VENDOR** shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

5. TAXES/OUTGOINGS:

a) Infrastructure Tax, presently charged @ Rs.350/- per sq. metre of super built up area of the SAID FLAT and of the incidence of stilt portion, if any, or any development/betterment charges or deposits if demanded by or to be paid to the Municipal Council or any other competent Authority shall be payable by all the premises owners of the said '**Samarth Enclave'**, in such proportion as may be determined by the VENDOR. The **PURCHASERS** agree/s to pay to the VENDOR within seven days of demand, such proportionate share of the **PURCHASERS** of such charges or deposit.

b) Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Sales Tax and Service Tax, if levied or becomes payable by the VENDOR or on the

project '**Samarth Enclave'** or on individual flats in '**Samarth Enclave'** including the SAID FLAT, shall be borne by the **PURCHASERS** and accordingly, the amount of consideration mentioned in clause 2 above, shall stand increased to that extent. The amount so to be borne by the **PURCHASERS** shall be paid by the **PURCHASERS** within 15 days of the intimation by the VENDOR, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto the **PURCHASERS** or its possession handed over to the **PURCHASERS.**

c) Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID FLAT shall be borne by the **PURCHASERS** from the date of Occupancy Certificate, irrespective of whether the **PURCHASERS** has/have taken the possession of the SAID FLAT or not.

5. VARIATIONS IN PLANS:

(a) It is hereby agreed that the VENDOR shall be entitled, and are hereby permitted 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/Swimming Pool/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 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 or from such subdivided portions of the SAID PROPERTY, if any. If and when construction comes up in such properties, adjoining the SAID PROPERTY, the same shall, at the discretion of the VENDOR, either form part of '**Samarth Enclave'** or shall be a distinct project not connected with '**Samarth Enclave'**. The **PURCHASERS** hereby give/s HIS/HER/THEIR express consent to the above and it shall be considered as consent in writing of the **PURCHASERS** required by law.

(b) All plans for the said '**Samarth Enclave'** 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 VENDOR is expressly entitled to revise the plans/ approval(s)/construction license (s) based on actual site conditions, which shall be construed as final for all purposes.

(c) In the event the 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 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 FAR (floor area ratio) corresponding to the area so given, shall

ensure exclusively to the benefit of the VENDOR i.e. for the purpose of the built up area of '**Samarth Enclave'.**

(d) The VENDOR shall be entitled to unilaterally revise the plans and/or specifications relating to (i) the exterior of '**Samarth Enclave'** (ii) all common structures/areas/ amenities in and around 'Samarth Enclave 'including adding/modifying/ deleting/ relocating any such structures/ areas/amenities.

(e) In the event on account of change in plans or for any other reasons,the built up area of the SAID FLAT is increased,the PURCHASERS shall be liable to pay to the VENDORS for the extra area ,at such rate as may be calculated by the VENDORS. Similarly if the built up area of the SAID FLAT is decreased , the VENDORS shall be liable to refund to the PURCHASERS the amount corresponding to the differential area at such rate as may be calculated by the VENDORS.

7. FORMATION OF ENTITY:

(a) The VENDOR shall assist the **PURCHASERS** and the other Flat/Shop/Office Premises/Garage Holders in forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PROPERTY and/or '**Samarth Enclave'.**

(b) It shall be entirely at the discretion of the VENDOR to decide whether the premises owners should form a Co-operative Society, a Limited Company, an Association of Persons or any other entity (hereinafter referred to as the `ENTITY').

(c) When the VENDOR take a decision in this matter, the **PURCHASERS** and other Premises owners of '**Samarth Enclave'** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the ENTITY and for the conveyance of the SAID PROPERTY and/or '**Samarth Enclave'** in the name of the ENTITY.

(d) It is agreed by and between the parties hereto that the VENDOR shall have the ENTITY formed of the premises owners of '**Samarth Enclave'** as a whole. However the VENDOR shall have the option to have separate entities formed of any part of '**Samarth Enclave'** or along with the premises owners of any building schemes adjoining or in the vicinity of '**Samarth Enclave'** or in any other manner as the VENDOR may deem fit.

(e) The **PURCHASERS** and the persons to whom the 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 ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

(f) The **PURCHASERS** hereby agree/s and undertake/s to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the

registration of the ENTITY and return to the VENDOR the same within 10 (ten) days of the same being intimated by the VENDOR to the **PURCHASERS.**

(g) No objection shall be taken by the **PURCHASERS** 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 VENDOR or by any competent authority.

(h) The **PURCHASERS** 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 VENDOR and of the other Premises Holders in '**Samarth Enclave'**.

(i) In the event the ENTITY is formed and/or registered before the completion of '**Samarth Enclave'**, the ENTITY and the **PURCHASERS** together with other Premises Holders shall be subject to the overall authority and control of the VENDOR in respect of any matter concerning the SAID PROPERTY or portion thereof or the SAID FLAT, or '**Samarth Enclave'** or this Agreement.

(j) The VENDOR shall be in absolute control of those premises in '**Samarth Enclave'**, which remain/s unsold. Should the VENDOR decide to retain any portion in '**Samarth Enclave'** he shall join the ENTITY along with the other Premises Holders.

(k) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the VENDOR or by the Advocate of the VENDOR.

(l) All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the **PURCHASERS** and the other flat/shop/office premises/garage holders in such proportion as may be decided by the VENDOR and/or the ENTITY.

8. TRANSFER:

(a) Upon completion of the '**Samarth Enclave'**, the VENDOR shall convey/get conveyed the SAID PROPERTY or portion thereof and/or '**Samarth Enclave'** in the name of the ENTITY. In the event the VENDOR is constructing or going to construct any building scheme/s in the remaining portion of the said property/properties or in the vicinity of the SAID PROPERTY, the VENDOR shall have the discretion to convey/get conveyed the SAID PROPERTY and/or '**Samarth Enclave'** in the name of the ENTITY only after completion of the such scheme/s to be constructed on the remaining portion of the said property/properties or in the vicinity of the SAID PROPERTY. PROVIDED however the VENDOR shall have the further discretion to convey/get conveyed the SAID PROPERTY or portion thereof and/or '**Samarth Enclave'** in the name of the ENTITY before the completion of the Scheme.

(b) In the event the ENTITY cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the VENDOR shall convey unto the **PURCHASERS** the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which '**Samarth Enclave'** is constructed, proportionate to the built up area of the SAID FLAT unto the **PURCHASERS**, in such manner, as may be determined by the VENDOR.

(c) 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 **PURCHASERS** and the other flat/shop/office premises/garage holders in such proportion as may be decided by the VENDOR and/or the ENTITY.

9. AMOUNT TO BE PASSED ON TO THE ENTITY TOWARDS (i) DEPOSIT FOR THE PURPOSE OF MEETING COMMON EXPENDITURE AND (ii) MEMBERSHIP FEES

(a) The **PURCHASERS** agree to pay to the VENDOR the following sums:

(i) Rs1,50,000/- (Rupees One Lakh 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 hereinafter.

(ii) Rs.**1, 200/-** (**Rupees One Thousand Two Hundred only**) per month.

(iii) 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.

(b) The above amounts shall be paid by the PURCHASERS to the VENDOR ,on or before taking possession of the SAID FLAT.

(c) The amounts so received by the VENDOR, shall be held by the VENDOR only in representative capacity, for a maximum period of 1 (one) year from the date of obtaining occupancy certificates for all the building blocks of '**Samarth Enclave'**, extendible for further periods at the sole discretion of the VENDOR.

(d) If during the period mentioned in sub-clause (c) above, the ENTITY is formed, the deposit/membership amounts so held by the VENDOR, shall be paid by the 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 amount is not taken over by the ENTITY despite having been formed, the VENDOR shall open a Fixed Deposit Account in any local branch of State Bank of India or any other nationalized bank. 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.

(e) Till the time the amounts so collected are held by the VENDOR without putting the same in a Fixed Deposit as stated in sub-clause (d) above, a notional interest, calculated at such rates as will be prevailing from time to time for Fixed Deposits of 1 year term of State Bank of India presently @ 5% p.a. shall get accrued on such amounts and this notional interest shall be set off against expenditure concerning common amenities which the VENDOR shall meet at the request of and on behalf of the PURCHASERSs (including the PURCHASERS herein) of the premises in '**Samarth Enclave'** as mentioned in clause 10(b) here below.

(f) 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.

(g) If the VENDOR and/or the ENTITY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the upkeep expenses, the VENDOR

and/or the ENTITY are authorized to increase the aforesaid deposit with prior intimation to the **PURCHASERS** and the **PURCHASERS** shall pay the same within 15 days from the date of such intimation.

10. 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 '**Samarth Enclave'** is exclusively that of the PURCHASERSs (including the **PURCHASERS** herein) of various premises in '**Samarth Enclave'** and/or of the ENTITY.

(b) Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the **PURCHASERS** has/have requested the VENDOR to act on their 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:

a. Common water charges;
b. Common electricity charges;
c. Lift Maintenance charges;
d. Remuneration of attendants and watchmen;
e. Consumables for upkeep.
f. Such other amount as may be decided by the 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 '**Samarth Enclave'** are obtained, unless extended at the sole discretion of the VENDOR.

d) It is clearly agreed and understood by the **PURCHASERS** that the VENDOR's responsibility during the above period shall be the payment of the above expenses only and the VENDOR shall not be responsible for any accidents or thefts occurring within the precincts of '**Samarth Enclave'.**

(e) It is further agreed and understood that the VENDOR shall, at his sole discretion decide to cease to act on behalf of the PURCHASERS and discontinue to effect payment of the items mentioned in sub-clause (a) above, from such date as the VENDOR may deem fit, after giving prior intimation of 30 days.

11. <u>USE OF CERTAIN FACILITIES</u>:

The **PURCHASERS** shall be entitled to use the swimming pool, garden, club house and such other recreational facilities, if provided by the VENDOR, and such use shall be at the sole responsibility and risk of the **PURCHASERS** or their family members and they shall abide by the rules and regulations framed by the VENDOR or the ENTITY for this purpose.

12. GENERAL:

(a)The **PURCHASERS** confirm/s having taken inspection, to HIS/HER/THEIR full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/license relating to the SAID FLAT and '**Samarth Enclave'**.

(b) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective PURCHASERS/s of such terrace flat and such terrace spaces are intended for the exclusive use of the respective PURCHASERS/s. The said terrace spaces shall remain open to sky and the PURCHASERS/s shall not enclose or cover the said terrace without the written permission/approval/ licenses/NOC of the VENDOR and/or the ENTITY, as the case may be, the concerned Village Panchayat and/or such other concerned authorities.

(c) Provided it does not in any way affect or prejudice the right of the **PURCHASERS** in respect of the SAID FLAT, the VENDOR shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the '**Samarth Enclave'**

(d)The **PURCHASERS** shall be bound to sign all the papers and documents and do all the things and matters as the VENDOR may require from him/her from time to time in

this behalf for safeguarding, inter alia, the interest of the VENDOR and the **PURCHASERS.**

(e)The **PURCHASERS** address where any letters, reminders, notices, documents, papers etc., are to be served to it shall be as under:

ADDRESS

_____

_____ ,

_____

_____

The **PURCHASERS** shall also, from time to time notify any change in his address to the VENDOR. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Regd. A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the **PURCHASERS**.

(f) The **PURCHASERS** hereby give/s HIS/HER/THEIR express consent to the VENDOR to raise any loans against the SAID PROPERTY and/or '**Samarth Enclave'** and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the VENDOR at their expenses before the SAID FLAT is handed over to the **PURCHASERS.**

(g) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall endure exclusively for the benefit of the VENDOR alone without any rebate to the **PURCHASERS**.

(h) 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 whatsoever concerning this agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

(i) The VENDOR also have the right to amalgamate the said property along with other adjoining properties and utilze the maximum available F.A.R as may be statutorily permissible at the option of the VENDOR without any reference to the **PURCHASERS**.

(j) At present the possession of the SAID FLAT has not been Handed over to the **PURCHASERS. The Possession will be handed over at the time of execution of final Sale Deed.**

SCHEDULE NO.I
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT part and parcel of land being (a) admeasuring 7868 sq.mts bearing Sy. No. 114/3-H of Ella, forming part of the larger property identified as Musgabhat situated at Ella within the limits of village panchayat Ella, Taluka Tiswadi and registration sub district of Illas, district North Goa; wich property is described in the office of land registrar Illas under no.1689 at folio 51 ® of book of B-5 (New) and is enrolled in the taluka revenue office under matriz no.241.

The said whole property is bounded as under:

North	:	Survey no.113/2 & 3 of Ella & Nalla.
South	:	Part of the whole property bearing survey no.114/3 of Ella.
West	:	Survey no.114/2 of Ella.
East	:	Boundry of village Carambolim.

SCHEDULE NO.II
(DESCRIPTION OF THE SAID FLAT)

Flat No._____ admeasuring ____sq. metres of super built up area (including the incidence of common areas such as staircase/s and lifts), corresponding built up area being ____ sq.mts. and corresponding carpet area being ____sq.metres, along with the terrace ___ sq metres on the ____floor, in Building No. __ of '**Samarth Enclave'**. The SAID FLAT is/are shown delineated in

red boundary line in the plan annex. Also, a car parking lot on stilts as shown in red colour on the plan annexed hereto.

SCHEDULE NO.III

MODE OF PAYMENT

(SUBJECT TO CLAUSE 2 AND CLAUSE 5 ABOVE)

1. On signing of this agreement. _____/-

2. Within 30 days from signing of agreement _____/-

Total..... Rs. /-

= =========

SCHEDULE NO.IV
(SPECIFICATIONS OF THE SAID FLAT)

The Structure:

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

Plaster:

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

Flooring:

The flooring will be of vitrified tiles or equivalent. The average landing cost of the tiles at Rs.350.00 per square metre.

Toilet dado and floor will have ceramic tiles or equivalent.
The average landing cost of the tiles will be Rs.250/-per sq.mtr.

Doors & Windows:

All doors will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of teak wood or aluminum or equivalent. The doors and windows will have brass 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 sink with single bowl with 45 cms. Ceramic tiles or equivalent lining above the platform will be provided.

Internal Decor:

The walls will be painted with oil bound distemper, ceiling with white wash.

External Decor:

External walls will be painted with cement paint.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with Municipal

specifications. One shower and one wash basin will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed. 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 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. One bell point will be provided.

General:

The PURCHASERS shall obtain HIS/HER/THEIR electric connection from the electricity department for which the requisite meters deposit/service charges and such other expenses shall be paid by the PURCHASERS. The CONFIRMING PARTY shall only provide the PURCHASERS 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.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
by the withinnamed)
MR. SHEKHAR SUKHTHANKAR
as the sole proprietor of the VENDOR

_____
PHOTOGRAPH OF MR. SHEKHAR SUKHTHANKER

LEFT HAND FINGER PRINTS	RIGHT HAND FINGER PRINTS
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

1. _____

2. _____

SIGNED AND DELIVERED)

by the withinnamed)
PURCHASERS at Panjim in)
the presence of Witnesses

_____

Purchaser name

_____

PHOTOGRAPH OF purchaser

LEFT HAND **FINGER PRINTS**	RIGHT HAND **FINGER PRINTS**
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

1._____

2._____

SIGNED AND DELIVERED)

by the withinnamed)
PURCHASERS at Panjim in)
the presence of Witnesses

_____
Purchaser name

_____

PHOTOGRAPH OF Purchaser

LEFT HAND **FINGER PRINTS**	RIGHT HAND **FINGER PRINTS**
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

1._____

2._____