

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at BICHOLIM on this ____ day of
____ 2019. (____/____/2019).

...2/-

BETWEEN

(1) **M/s V. K. REALTORS**, a Partnership Firm, with its partners **(A) SUNIL HITECH ENGINEERS LIMITED** a company incorporated under the provision of the Companies Act, 1956 & having its registered office at 97, East High Court Road, Ramdaspath Nagpur 440010 (M.S) India having PAN Card No. [REDACTED], through its authorized Director by virtue of resolution dated 11/02/2013, **Mr. Vijay R. Gutte**, Son of Mr. Ratnakar Gutte, 35 years of age, Unmarried, businessman, (Indian) residing at H.No. 72 Sagar Tarang, Khan Abdul Gafar Khan Road, Worli Mumbai 400025 bearing Pan Card No. [REDACTED], Aadhaar card No. [REDACTED] Mobile No. [REDACTED] **(B) MR. KUNAL KUWADEKAR**, son of Mr. Narendra Kuwadekar, 45 years of age, married, businessman, (Indian) Inhabitant, residing at 1601, Rushi Towers, Lokhandwala Complex, Andheri (West) Mumbai- 400058, bearing PAN Card No. AGVPK1628F, Aadhaar card No. [REDACTED] Mobile No. [REDACTED] **(C) MRS. MEENAKSHI K. KUWADEKAR**, wife of Mr. Kunal Kuwadekar, 37 years of age, married, business, Indian National residing at 1601, Rushi Tower, Lokhandwala Complex, Andheri (West) Mumbai- 400058, bearing PAN card No. [REDACTED] Aadhaar Card No. [REDACTED] Contact No. [REDACTED] **(d) MR. TARUN SURENDER AHUJA**, son of Mr. Surender Ahuja, 29 years of age, unmarried, business, Indian National residing at Sunny Side Bungalow No. 3, Lokhandwala Complex Andheri (West), Mumbai- 4000058 PAN card No. [REDACTED] Aadhaar Card No. [REDACTED] Contact No. [REDACTED] duly registered before the Registrar of Firms at Mapusa, Bardez-Goa, under Registration no. 11/2012 under the provisions of The Indian Partnership Act, 1925; having its registered office at 202 Abhishek Opp. SAB TV New Link Road, Andheri West, Mumbai Maharashtra 400053; holding PAN Card No. [REDACTED], represented in this act by its duly authorized signatory **Mrs. SUSHMA MALIK**, earlier known as Shushma Naik, wife of Gopi Malik, 27 years of age, married, Service,

Resident of Hno. 461, Gaonkarwada, Kudnem, Sankhalim -Goa, 403505, having Pan card no. [REDACTED] Aadhar card no. [REDACTED] authorized to this effect by virtue of a power of attorney dated 16 April 2016, executed before Notary Public D.R. KUDRIGI under Serial No.4451/2016, at Thane-Maharashtra; Hereinafter for the sake of brevity referred to as the "**VENDOR/ DEVELOPER**" (Which expression shall be deemed to mean and include its partners, legal representatives, executors and assigns) **OF THE FIRST PART.**

AND

(2) Mr. _____ son of Mr. _____, _____ years of age, married, Service, bearing PAN Card No. _____, Contact No. _____ and his wife (3) Mrs. _____, wife of Mr. _____, _____ years of age, married, Service, bearing PAN Card No. _____, Contact No. _____ both Indian nationals, both residents of "_____"; Hereinafter for the sake of brevity referred to as the "**PURCHASER**" (Which expression shall be deemed to mean and include their heirs, legal representatives, executors and assigns) **OF THE SECOND PART.**

WHEREAS:

1. There exists a property forming part of larger land known as Kodol or Codal situated at Karapur Village within the area of Karapur Village Panchayat in Taluka Bicholim and Registration Sub-District of Bicholim in District of North Goa, Surveyed under No. 110/0 admeasuring about 12,750 square meters and described in the land Registration Office of Bardez under No. 943 at folio No. 428 of Book B-3 (Old).
2. The above referred property originally belonged by ancestral inheritance to (a) Mr. Pitamber Dubhashi alias Nandlal Dubhashi, (b) Mrs. Varsha Nandlal Dubhashi, (c) Mr. Ravindra Vithal Dubhashi, (d) Mrs. Kavita Ravindra Dubhashi, (e) Mr. Uday Vithal Dubhashi, (f) Mrs.

ShubhadaUdayDubhashi, (g) Mr. MadhavVithalDubhashi and Mrs. MugdhaMadhavDubhashi. The above referred parties by a Deed of Sale dated 11.01.2011 registered in the office of Sub Registrar of Bicholim-Goa under no.33/2011, transferred and conveyed the property in favour of M/s Emerald Realtors.

3. By Deed of Sale dated 15.06.2011, M/s. Emerald Realtors, transferred and conveyed in favour of SUNIL HITECH ENGINEERS PVT. LTD. all that piece or parcel of land forming part of larger land known as Kodal or Codal situated at Karapur Village within the area of Karapur Village Panchayat in Taluka and Sub-District of Bicholim and District of North Goa; Surveyed under No. 110/0 admeasuring about 12,750 square meters and described in the land Registration Office of Bardez under No. 943 at folio No. 428 of Book B-3 (Old), hereinafter briefly referred to as "*THE ENTIRE PROPERTY*" and more particularly described in the Schedule-I hereunder written and shown delineated by Red colour boundary line on the plan of the larger property hereto annexed and marked as "Annexure-A". The Deed of Conveyance dated 15.06.2011 is duly stamped and registered under No. 780/2011 with Sub-Registrar of Bicholim at Sub Registrar Office, Bicholim-Goa on 15.06.2011.
4. SUNIL HITECH ENGINEERS LTD. brought the Entire Property into the partnership under name and style of M/s "V.K. REALTORS" the DEVELOPER herein, as an asset for developing the said property, constructing flats therein and selling the same to the customers.
5. The DEVELOPER is in the process of constructing a residential complex, known as and hereinafter referred to as "GREEN ACRES", on the said Entire Property. The DEVELOPER has obtained the necessary permissions with respect to the construction and development of the said Entire Property.

6. The Purchaser herein, after being satisfied with the legal due diligence carried out by him, is desirous of purchasing an Flat in the said residential complex denominated "Green Acres" being Flat set to be constructed bearing Flat no: _____, on _____/ _____ floor of Building "_____", in Phase-I of the said residential complex at Karapur, Sanquelim, Bicholim-Goa; which Flat described in SCHEDULE-II shall be hereinafter referred to as "SAID FLAT".

7. The Purchaser herein wishes to enter into this agreement to Sell, to purchase from the DEVELOPER the SAID FLAT, by adhering and assuring to comply with the terms of this agreement to secure to himself the SAID FLAT and the attached rights as stated hereunder.

8. **AND WHEREAS** the DEVELOPER has decided to accept finance (for construction and towards the sale of undivided shares in land in the said property proportionate to the SAID FLAT) from the prospective PURCHASER for the purpose of construction of project and the flat, in the Said Property and subsequently to sell the proportionate undivided shares in land in the said property thereby executing and registering the requisite agreements/deeds before appropriate authorities.

9. **AND WHEREAS** the PURCHASER have approached the DEVELOPER with the desire to purchase a flat in the said project known as "GREEN ACRES" i.e. Flat no: _____, on _____/ _____ floor of Building "_____" wing, admeasuring Super built-up area of 118 Sq.m.(including the incidence of common area such as staircase,terrace, etc.) corresponding carpet area being 81.15sq. mts., together with the right to commonly use the common passage, staircase, and the open terrace; the SAID FLAT along with its specifications being shown in the outline

plan attached as ANNEXURE-B and delineated in red color boundaries thereto.

10. **AND WHEREAS** the PURCHASER being desirous of purchasing from the DEVELOPER undivided right to land underneath the SAID FLAT proportionate to the carpet area of the flat and to finance for the construction of the SAID FLAT and the DEVELOPER has agreed to construct for the PURCHASER SAID FLAT bearing Flat no: _____ on _____ / _____ floor of Building "_____", in Phase I of GREEN ACRES complex in Karapur at Sanquelim-Goa, for the total consideration of Rs. _____/- (Rupees _____ Only), which include the cost of the construction and the proportionate undivided share in land underneath the SAID FLAT.

11. **AND WHEREAS** the PURCHASER has agreed to pay the above sum of Rs. _____/- (Rupees _____ Only), as per the Schedule III, which shall be essence of this agreement and has agreed to abide by the other terms and conditions stipulated hereafter.

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

1. The PURCHASER have agreed to finance for the construction of the Said Flat bearing Flat No. _____, on _____ / _____ floor of Building "_____", in Phase I of GREEN ACRES complex in Karapur at Sanquelim-Goa, having super built-up area of 118 sq. mts. Corresponding carpet area being 81.15sq. mts. and the DEVELOPER has agreed for the same for the total sum of Rs. _____/- (Rupees _____ Only), which comprises of consideration for construction of SAID FLAT and the proportionate undivided share of land in the said property.

2. The DEVELOPER shall handover the possession of the Said Flat to the PURCHASER only upon the payment by the PURCHASER to the DEVELOPER herein the entire consideration amount of the construction of the Said Flat along with the consideration of proportionate undivided share of land corresponding to the area of the Said Flat and dues for facilities/maintenance, if any.
3. The DEVELOPER shall complete the construction of the Said Flat within a reasonable period of time. On completion of the Said Flat/ built-up area the DEVELOPER shall upon receipt of the requisite Possession/Occupancy Certificate give a notice in writing as to the completion of the same to the PURCHASER and the PURCHASER shall within a period of 15 days from the receipt of the notice take delivery/possession of the Said Flat. Failure to take delivery/possession of the Said Flat within 15 days will from receipt of the notice shall be taken as possession deemed to be taken by the Purchaser. However this deemed possession would be so considered only for the purpose of payments of bills/taxes and for completion of obligation of Developer and not for the purpose of actual physical possession and/or possession for marketability of the Said Flat. Not taking possession within 15 day of receipt of notice shall not exonerate the PURCHASER from their liability to pay the out goings such as Panchayat taxes, etc. from the date of the Possession/Occupancy Certificate. In the event any amount is paid by the DEVELOPER towards tax/bills on the SAID FLAT, shall carry interest of 2% per month from the date of handing over/deemed handing over of possession.
4. That from the date of the Possession /Occupancy Certificate for the respective premises, the responsibility/ liability for maintenance of the premises (Including the Said Flat) in the said building/complex/project shall be of the respective PURCHASER and the responsibility/ liability with respect to the common amenities of the said building/complex/project and looking after

the upkeep thereof shall be solely that of the respective PURCHASER.

5. The infrastructure tax, presently charged of the Said Flat and of the incidence of basement, if any, or any development / betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent authority shall be payable by all the premises owners of the said building/ complex/project in such proportion as may be determined by the DEVELOPER. The PURCHASER agrees to pay to the DEVELOPER within 7 days of demand, such proportionate share of the PURCHASER of such charges or deposit.
6. That any levy or taxes of any nature, including but not limited to VAT (Value Added Tax), Sales Tax, and service tax, if levied or become payable by the DEVELOPER or on the said building/ complex/ project or on individual Garage /Flat in the said building/complex/project including the Said Flat, shall be borne by the PURCHASER and accordingly, the amount of consideration mentioned hereinabove, shall be increased to that extent. The amount so to be borne by the PURCHASER shall be paid by the PURCHASER within a period of 15 days of the intimation by the DEVELOPER, notwithstanding the fact that the Said Flat, at that point of time, may have already been transferred unto the PURCHASER or its possession handed over to the PURCHASER.
7. Any taxes, charges or out goings levied by the Panchayat or any other competent authority exclusively pertaining to the Said Flat shall be borne by the PURCHASER, from the date of Possession/Occupancy Certificate, irrespective of whether the PURCHASER has taken the possession of the Said Flat or not.
8. The DEVELOPER, upon giving the intimation as stated above, shall be deemed to have completed the Said Flat and fulfilled his obligation in accordance of this agreement and shall not be responsible in any manner

whatsoever, if the purchaser delays the taking of Possession of the Said Flat.

9. That in case the DEVELOPER is unable to complete the building/deliver possession as stipulated in the clause herein above due to any act of God, unforeseen events, Vis major, civil commotion, war non availability of any building material or water supply or electric power or result of any notice, rule, order or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the DEVELOPER, the DEVELOPER shall not incur any liability and shall be entitled to reasonable extension of time to complete and deliver the possession of the Said Flat.
10. The PURCHASER shall use the Said Flat only for the purpose of residence. 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 premises owners in the said building/complex/project.
11. That the PURCHASER shall not rent out, give on lease, leave and license, sub-let, sell, transfer, assign or part with his interest under or benefit of this Agreement or part with deliver of the Said Flat until all the dues payable by them to the DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASER have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he obtains the previous consent in writing of the DEVELOPER.
12. That the PURCHASER and the person to whom the Said Flat is let, sub-let, transferred, assignee, or given possession shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the DEVELOPER may require safeguarding the interest of the DEVELOPER and/or the PURCHAERS in the building or Project.

13. The PURCHASER shall not make any changes or any alterations in any structure of the building and that the occupant or PURCHASER shall not in anyway make encroachment on the said property.

14. The PURCHASER shall maintain the front elevation, the side and rear elevation of the said building in the same form as the DEVELOPER has constructed and shall not at any time alter the said elevation in any manner. The PURCHASER shall make opening for the provision of the Air Conditioner from the rear side of the building and the same shall be done with the consultation of the DEVELOPER.

15. That the PURCHASER shall be entitled to the use and enjoyment of the said built up area upon possession/deemed possession of the same having been given by the DEVELOPER and after such possession/Deemed Possession has been given/ deemed to be given or taken by the PURCHASER, shall have no claim against the DEVELOPER in respect of any item of work which may be alleged not to have been carried out. It is however agreed that cracks to the plaster or dampness in external walls appearing 1 year after possession being given or deemed to be given by the DEVELOPER or taken by the Purchaser, shall not be considered as defective work unless the Architect of the DEVELOPER or the DEVELOPER decides otherwise. The PURCHASER are free to select the design of grills of windows as per the option given to them by the DEVELOPER however the DEVELOPER reserves the rights to take final and binding decision.

16. That the PURCHASER shall not be entitled to claim or apply in the revenue/civil court for mutation, partition, demarcation in any manner or sub-division of his undivided rights in the said property, it is been agreed and declared by the PURCHASER that his interest and the share in the said property is and shall always remain joint, impartitionable, undivided and indivisible.

17. It is hereby agreed that the DEVELOPER shall be entitled and are hereby permitted to make such changes/alterations/ variations and modifications in the building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings 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 DEVELOPER shall be entitled to do any additional construction that the current FAR might permit or any future increase in FAR might permit in 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 sub divided portions of the Said Properties, if any. If and when construction comes up in such properties, adjoining the said properties, the same shall, at the discretion of the DEVELOPER either form part of the said building/complex/project or shall be a distinct project not connected with said building/complex/project. The PURCHASER hereby give their express consent to the above it shall be considered as consent in writing of the PURCHASER required by law. The said benefits shall accrue in favour of the DEVELOPER even in case rules relating to Transfer of Development Rights Law if becomes applicable in future.

18. The DEVELOPER reserves the right to utilize the extended F.A.R. even after the completion of the said building/complex/project by construction of additional shops/flats, etc. in any of the building of the said project and consequently selling the same to the prospective buyers to which the PURCHASER or the association of PURCHASER of the holder the shops/flats, etc. in said building/ complex/project or the society formed of all the PURCHASER shall have no objection of whatsoever nature.

19. The property on which the building is constructed shall not be divided and remain as a common property and that the DEVELOPER shall have the right to use entire F. S. I or F. A. R. of the building for his own construction. It is agreed by the PURCHASER that he shall never seek the partition of the undivided rights to the land proportionate to the said super built up area.
20. That in case any increase in the F. A. R. (floor area ratio), any change of zoning or use of land, any conversion of use of land, any special development of land or any other such right or benefit that may become available in the matter of development of the said property shall accrue and be available exclusively to the DEVELOPER and the PURCHASER shall lay no claim to the same.
21. If at any time prior to or even after the execution of the Deed of Conveyance of the SAID FLAT unto and in favour of the Purchaser, the floor area ratio at present applicable to the said property is increased, such increase shall accrue to be benefit of the DEVELOPER alone without any rebate to the PURCHASER however, the right conferred to the PURCHASER in this Agreement shall not be reduced.
22. In the event the DEVELOPER is required to permit the owner of any of the adjoining property/properties or any other person or group of people, the use of any portion of the Said Properties by way of right of way or by way of right of use, the DEVELOPER 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 DEVELOPER i.e. for the purpose of the build up area of the said project.

23. The DEVELOPER shall be entitled to unilaterally revise/alter the plans and/or specifications relating to (i) The exterior of the said building/complex/project(ii) All common structures/area/amenities in and around said building/complex/ project, including, modifying, relocating any such structures/areas/amenities.

24. In the event, on account of change in plans or for any other reasons, the build up area of the shops/flats, etc. is increased, the PURCHASER shall be liable to pay to the DEVELOPER for the extra area, at such rate as may be calculated by the DEVELOPER, Similarly If the built up areas of the shops/flats, etc. is decreased, the DEVELOPER shall be liable to refund to the PURCHASER the amount corresponding to the differential area at such rate as may be calculated by the DEVELOPER.

25. The PURCHASER shall be liable to pay to the entire cost of internal modification requested by them at the time of executing the present agreement. Similarly all the internal modification shall be requested for only at the time of executing the present agreement and not later.

26. No internal modifications shall be carried out by PURCHASER after the execution of the final sale deed either in his name or in the name of the society except after a written permission is obtained by the PURCHASER from the society or association of PURCHASER and also from the DEVELOPER herein.

27. It is further expressly agreed by the PURCHASER that if at any time the DEVELOPER amalgamates this property with any adjoining property or utilizes TDR (if applicable), then he will be entitle to revise the present plan of construction and change the form and shape of the building and be entitled to extend the same or add floors etc. as per law but in such a case the DEVELOPER shall, as far as possible retain the total area of

the Said Flat hereby agreed to be sold to the purchaser while revising the said plans. Accordingly also the undivided rights to the land corresponding to the Said Flat will also change and this clause shall be treated as the consent for all changes and no further consent written or oral, will be required for the same.

28. The name of the complex shall be "**GREEN ACRES**".
29. The PURCHASER of the Apartments/garages/Flats in the project shall form a Co-operative society in the name of **Green Acres Co-op Housing Society, Phase - I** or in any other name as per the discretion of the DEVELOPER.
30. It shall be entirely at the discretion of the DEVELOPER to decide whether to the premises owners should form a Co-operative society, an Association of persons or any other entity (hereinafter referred to the "ENTITY").
31. Upon the decision taken by the DEVELOPER in this matter, the Purchaser and other premises owners of the said building/complex/project 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 Properties and/or said building/complex/project in the name of the Entity.
32. It is agreed by and between the parties hereto that the DEVELOPER shall have the entity formed of the premises owners of said building/complex/project as a whole. However the DEVELOPER shall have the option to have separate entities formed of any part of said building/complex or along with the premises owners of any building schemes adjoining or in the vicinity of said building/complex/project or in any other manner as DEVELOPER may deem fit.

33. The PURCHASER and the person to whom the shops/flats, etc., 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.
34. The PURCHASER 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 executed all application for registration and formembership and other papers and documents necessary for the formation and registration of the Entity and return to the DEVELOPER the same within 10 days of the same being intimated by DEVELOPER to the PURCHASER.
35. The PURCHASER shall not have any objection 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 DEVELOPER or by any competent authority.
36. The PURCHASER shall be bound from time to time to sign all papers and documents and to do all acts, deeds and things as may necessary from time to time, for safeguarding the interest of the DEVELOPER and of the other premises holder in said building/complex/project.
37. In the event the Entity is formed and/or registered before the completion of said building/ complex/ project, the Entity and the PURCHASER together with other Premises holder shall be subject to the overall authority and control of the DEVELOPER in respect of any matter concerning the Said properties or portion thereof or the Said Flat or said building/complex/project or this agreement.
38. The DEVELOPER shall be in absolute control of those premises in said building/complex/project which remains unsold should the DEVELOPER decide to retain any portion in said

building/complex/project they shall join the Entity along with the other premises holders.

39. 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 DEVELOPER or by the advocate of the DEVELOPER.
40. In the event the Entity cannot be formed for any reason or the Conveyance cannot be executed in the name of the Entity, the DEVELOPER shall convey unto the PURCHASER the Said Flat along with the undivided share of the portion of the said property or the portion thereof on which said building/complex is constructed, proportionate to the built up area of the Said Flat unto the PURCHASER in such manner as may be determined by the DEVELOPER.
41. The PURCHASER shall deposit such an amount decided by the DEVELOPER towards the maintenance of the building and common amenities, upon payment of which, and the consideration as mentioned above, Possession shall be granted. The Payment of maintenance charges, however, shall be decided by the society and in the absence of the society, the same shall be decided by the DEVELOPER. The Purchaser shall however pay electricity and water bills as per their individual meter charges.
42. That the abovementioned amount shall be adjusted towards the cost of maintenance of project and common amenities. And in case, the electricity line and/or water line is to be obtained from the main road and/or any electrical transformer is to be fixed in the said complex/project, the above mentioned amount or such other and more charges as decided by the DEVELOPER shall be adjusted towards the contribution for the same before taking the possession of the Said Flat by the PURCHASER.

43. In the event that the PURCHASER/holders of the said Flat desire to transfer the Flat either by sale, lease, rent, gift etc he/ she/ they shall comply with all the conditions in this memorandum applicable and pertaining to the intended transferand pertaining to the sale Deed, instrument or transfer document purporting to effect or agreeing to effect or effecting the transfer of the said Flat. If, as per the conditions appearing herein below, the transfer is valid and recognized as such by the DEVELOPER and/ or the Association, the transferee shall automatically become a member of the Association and by stepping into the shoes conditions and covenants of this Agreement compulsorily incorporated in the above mentioned Sale Deed, instrument or transfer document.
44. The PURCHASER or member, as the case may be, shall have the right to freely sell, transfer, convey, mortgage, gift, charge, or deal with or dispose off or part with in any manner whatsoever, the said flat owned by him/ her or them to any person or persons of the choice of the purchaser, Subject to the clauses and covenants in the said agreement, sale-deed and to the other clauses and covenants in this present.
45. The PURCHASER/member shall bring the provisions of this Agreement to the notice of any person to whom the member/ Purchaser desires to transfer or sell his Flat. Every such transferee if valid becomes a member of the Association/society and bound by the contents of this present.
46. The PURCHASER is hereby obliged and bound to impose/ensure the imposition of all the covenants, conditions and rules appearing in the said agreement and the sale deed on whosoever uses/occupies/resides in the SAID FLAT either as guests/ lodgers/ visitors/ caretakers/ occupants/ domestics/ staff and/or to whosoever the said Flat is subsequently let /

sublet/ sold transferred to the PURCHASER hereby agreeing to impose/ensure the imposition of the aforesaid covenants, conditions and rules, regulations with the express intention of bringing under them any person/ persons into whosever's hands / ownership/ usage the said Flat may subsequently come. In any case all future, valid transferees of the said Flat shall automatically be members of the Association and thus be compulsorily bound by the said covenants and conditions, rules and regulations of the said agreement/ the sale Deed.

47. Incase if the PURCHASER wishes to resell the Said Flat to any other person he shall be liable to pay such an amount decided by the DEVELOPER and that such resale shall be carried out only after the payment of all the dues to the said Society. The money so paid shall be utilized towards funds of the Society.
48. The Purchaser shall not store in the said flat any goods, objects or substances of a hazardous/ combustible/ dangerous/ contraband nature, or which are so heavy as to damage the construction or structure of the building in which the said flat is situated, or the storing of which is likely to be objected to by the concerned local/ other authorities and shall not carry or cause to be carried heavy packages and objects to upper floors which may damage, or are likely to damage the staircase, common passages, walls, or any other structure of the building in which the said flat is situated.
49. The Purchaser, or his assigns or beneficiaries shall not create or cause nuisance, or undue and excessive noise or other annoyance or disturb the peace and quiet in the estate, or disturb the peaceful enjoyment by the member or occupiers of the other Flats in the GREEN ACRES Complex. No loud music or partying shall be permitted after 11 p.m. at night. However on special occasions, written permission is to be obtained from the committee for loud music/ partying after 11 p.m. The member

shall not carry out any activity which constitutes nuisance, annoyance or danger to the occupiers of the other Flats in the GREEN ACRES Complex.

50. The PURCHASER shall bear and pay any increases in local taxes, water charges, insurance and such other levies if any, which are imposed from time to time by the concerned local authority and/or Government.
51. The PURCHASER shall have no claims whatsoever, except in respect of the Said Flat hereby agreed to be sold and the proportionate right in the land underneath the said building.
52. The DEVELOPER shall execute Sale Deed in respect of the SAID FLAT and proportionate share of land corresponding to the built up area of the SAID FLAT as described in the Schedule II at a later stage if no society is formed within reasonable time.
53. If any levy of taxes is or are charged or levied or sought to be recovered by the Village Panchayat, the Government or any other public authorities in respect of the Said Flat, the same shall be borne and paid by the Purchaser.
54. The possession of the Said Flat No. _____, described in Schedule II, shall be handed over to the purchaser only upon the receipt of the entire consideration amount from the PURCHASER along with any dues and/or maintenance deposit, if any, to the DEVELOPER. A final deed of sale shall however be executed upon request by the parties in the event society is not formed within reasonable time. In the event society is formed, the transfer of rights may be affected upon formation of Society by way of granting of share certificate.
55. The purchaser shall from date of possession, maintain the SAID FLAT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done

anything in or to the Said Flat and/ or common passages or the compound or any other common areas, which may against the conditions or rules or bye-laws, of the Panchayat, 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.

56. The PURCHASER confirms of having taken inspection to his full satisfaction, of requisite documents of title to the said property/said flat and of the plans/ approvals/license relating to the Said Flat and have fully satisfied himself/herself/itself about the same.

57. All notices to be served to the PURCHASER as contemplated in this Agreement shall be deemed to have been duly served if sent to the PURCHASER under Certificate of Posting at their address given below:

Address of PURCHASER: Mr. _____

58. The PURCHASER shall also from time to time notify any change in his address to the DEVELOPER. Any letters, reminders, notices, documents, Papers etc., made at the said notified address or at the changed address by hand delivery or Registered A/D or under certificate of posting or through a courier service agency, shall be deemed to have been lawfully served to the PURCHASER.

59. All costs, charges, expenses, charges of advocate, stamp duties, etc. including registration and any other expenses in connection with formation of the Entity and preparing the conveyance deeds or agreement to sell or any other agreements shall be borne by the PURCHASER and the other shop/ office premises holders/ Flats individually or/and in such proportion as may be decided by the DEVELOPER and/or the Entity.

60. Any such further sum that may be ascertained by DEVELOPER on quantum of liabilities that may be than arose at the time of delivery of the possession of said flat or thereafter by way of payment of taxes cess, levy or damage that may be charged by government of Goa, Zilla Panchayat, Municipality, Gram panchayat local body or any authority and other expenditure or charges on consumption of water electricity of common lights and sanitation payment to the sweeper and other incidental payments on management and maintenance of building to be contribute monthly in advance proportionately by all the purchaser till the conveyance is made in favour of co-operative society.
61. Any other further sum that may be fixed by the DEVELOPER as to all cost charges expense in connection with formation of the co-operative society as well as the coast of repairing and engrossing stamping and registration of all the documents or documents required to be executed by the DEVELOPER or the PURCHASER as well as the entire professional cost of Advocate of the DEVELOPER in preparing and approving such document shall be borne and paid by the proposed society Register society or proportionately by all the PURCHASER or holders of the flats including the PURCHASER herein mentioned.
62. The fixture fittings and amenities to be provided by the vender in flat/shop are those mentioned in SCHEDULE-IV annexed hereto. It also agreed that the DEVELOPER will try to purchase the transformer from the Goa state Electricity Board if provided and permitted to install for supply of electricity exclusively use for all the flat/shop purchaser of the building it all so agreed that the cost of transformer shall be borne proportionately by all the flat/shop PURCHASER including the purchaser herein mentioned in the agreement.

63. The proportionate undivided share in land referred to in this present shall mean and include the land proportionate to the said flat corresponding to the land required for the purpose of construction of proposed building in which said flat is to be constructed and not on the said property described in Schedule-I of this present and the purchaser has agreed for the same. And the PURCHASER SHALL no way claim the proportionate land on the property described in Schedule-I in this present.
64. It is agreed by and between the Parties here to that any dispute arising between the Parties hereto shall be referred to the panel of Arbitrators one to be appointed by each of the Parties hereto. The Arbitrators will have the authority and power to - (A) Interpret the term of this Agreement, (B) To settle the dispute in respect of any aspect regarding the construction and sale of the Flat, (C) To settle the complaints regarding construction etc. The parties hereto are also at liberty to refer any other matter between them to the Panel of Arbitrators and the Panel of the Arbitrators shall decide the same and the Award of Arbitrator shall be final and conclusive and binding on the Parties hereto. The place of arbitration will be Mumbai, and all proceedings will be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. That in view of this Agreement regarding Arbitration the Parties hereto specifically agree not to approach any Court of Law or Consumer Dispute Redressal Forum/Commission etc. without first availing the Arbitration proceedings.
65. It is agreed that both the parties to this agreement shall be entitled to specific performance of contract.
66. It is agreed that Courts in Mumbai only shall have exclusive jurisdiction to try the matter.
67. The parties hereto do hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribe

Pursuant to the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

68. This agreement is executed on the stamp paper of the value of Rs. _____/- (Rupees _____ only).

SCHEDULE - I

(DESCRIPTION OF ENTIRE PROPERTY)

ALL that piece or parcel of land forming part of larger land known as Kodai or Codal situated at Karapur Village within the area of Karapur Village Panchayat in Taluka Bicholim and Registration Sub-District of Bicholim and Registration District of North Goa and Surveyed under No. 110/0 admeasuring about 12750 square meters and described in the land Registration Office of Bardez under No. 943 at folio No. 428 of Book B-3 (Old), Matriz No. Nil. Bounded on the whole as under:

On the East : By the property bearing Survey No. 111/1

On the West : By the property bearing Survey No. 109/5;

On the North : By the property bearing Survey No. 109/4;

On the South : By the property bearing Survey No. 109/6

SCHEDULE - II

(Description of SAID FLAT Agreed to be sold)

Flat No. _____, admeasuring 118 sq. mts. of saleable area (including the incidence of common areas such as staircase, lobby, balconies and other common areas), corresponding carpet area being 81.15 Sq. mts. (exclusive of balconies) on the _____ / _____ Floor, in Building " _____ " with one Car Parking Space _____ (at a location that will be finalized and allotted by the Developer at the time of possession of the said Flat), along with undivided right in the land below the building

Pursuant to the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

68. This agreement is executed on the stamp paper of the value of Rs. _____/- (Rupees _____ only).

SCHEDULE - I

(DESCRIPTION OF ENTIRE PROPERTY)

ALL that piece or parcel of land forming part of larger land known as Kodai or Codal situated at Karapur Village within the area of Karapur Village Panchayat in Taluka Bicholim and Registration Sub-District of Bicholim and Registration District of North Goa and Surveyed under No. 110/0 admeasuring about 12750 square meters and described in the land Registration Office of Bardez under No. 943 at folio No. 428 of Book B-3 (Old), Matriz No. Nil. Bounded on the whole as under:

On the East : By the property bearing Survey No. 111/1
 On the West : By the property bearing Survey No. 109/5;
 On the North : By the property bearing Survey No. 109/4;
 On the South : By the property bearing Survey No. 109/6

SCHEDULE - II

(Description of SAID FLAT Agreed to be sold)

Flat No. _____, admeasuring 118 sq. mts. of saleable area (including the incidence of common areas such as staircase, lobby, balconies and other common areas), corresponding carpet area being 81.15 Sq. mts. (exclusive of balconies) on the _____ / _____ Floor, in Building " _____ " with one Car Parking Space _____ (at a location that will be finalized and allotted by the Developer at the time of possession of the said Flat), along with undivided right in the land below the building

corresponding to 81.15sq.m. at Codal in Karapur Village, Sanquelim-Bicholim, Goa, being developed on the said property described in second schedule above. The said Flat is shown delineated in red boundary line in the plan annexed hereto.

SCHEDULE - III

(PAYMENT SCHEDULE)

1.	On booking	.....10%	Rs. _____/-
2.	At plinth	.....25%	Rs. _____/-
3.	At 1 st slab casting	.....10%	Rs. _____/-
4.	At 2 nd slab casting	.....10%	Rs. _____/-
5.	At 3 rd slab casting	.....10%	Rs. _____/-
6.	At 4 th slab casting	.....10%	Rs. _____/-
7.	Masonry & Plaster	.....10%	Rs. _____/-
8.	Flooring and painting	.....10%	Rs. _____/-
9.	On handing of possession.....5%		Rs. _____/-
Total Balance and all the outstanding.			Rs. _____/-

SCHEDULE IV

(LIST OF FIXTURES)

1. **STRUCTURE:** R.C.C. frame structure beams, columns and slabs.
2. **WALLS:** all internal walls shall be of laterite masonry/ concrete blocks or bricks masonry plastered in two coats.
3. **FLOORING:** vitrified flooring.
4. **Wall finish:**
 - (a) Internal: cement plaster/Gypsum and painted with Acrylic Emulsion.
 - (b) External: sand faced in machine cement plaster painted with water proof paint by Apex/ L.C.I. dulex.

5. DOORS:

(a) Front door shall be of laminate finish on teakwood frame or modular doors.

(b) All internal doors shall be flush doors or Modular doors.

6. **WINDOWS:** Aluminum sliding windows of medium section shall be fitted.

7. **BATHROOM/ W.C./KITCHEN:** Bathroom walls shall have a dado of white glazed /ceramic tiles of one meter height, wall above kitchen platform shall be lined white glazed/ ceramic tiles the kitchen platform shall be finished with natural mirror finish kota / slab with double molding and stainless steel sink.

8. **Electrical:** concealed copper wiring with adequate points.

9. **PAINTING:** internal walls to be painted with acrylic emulsion and external walls to be finished in two coats of cement paint by APEX (Asian).

10. **DRAINAGE/SANITATION/PLUMBERING:** PVC pipes for water and sewage lines shall be provided from the flat to septic tank. One overhead tank, septic tank and soak pit shall be provided for the building.

IN WITNESS WHEREOF the parties hereto have signed this Deed at Bicholim, Goa, on the day, month and the year first herein above written in the presence of the witnesses signed hereunder.

Signed and Delivered)

By DEVELOPER at no.1]

PHOTO

Miss Shushma Naik

As authorized Signatory and

P.O.A. Holder For M/s V.K. Realtors

LEFT AND RIGHT HAND FINGER PRINTS OF MRS. _____

Left Hand

Right hand

1. _____

2. _____

3. _____

4. _____

5. _____

Signed and Delivered

By PURCHASER at no.2)

PHOTO

Mr. _____

LEFT AND RIGHT HAND FINGER PRINTS OF Mr. _____

Left Hand

Right hand

1. _____

2. _____

3. _____

4. _____

5. _____

Signed and Delivered

By PURCHASER at no.3)

PHOTO

Mrs. _____

LEFT AND RIGHT HAND FINGER PRINTS OF Mrs. _____

Left Hand

Right hand

1. _____

2. _____

3. _____

4. _____

5. _____

In the presence of:-

1. _____

2. _____