

...1...

DRAFT

AGREEMENT FOR SALE

This Agreement is entered into at Mapusa, Goa, on this day
of 20....

BETWEEN

M/s. SANCOALE DEVELOPERS, a registered Partnership Firm having its office at S-23, First Floor, Karma Point, Vasco da Gama, Goa, having PAN Card No. AARFS0707M, represented in this act by its duly constituted Attorney Shri. PHIROZE LORAN, s/o. Shri. T. T. Shreedharan, 31 years of age, businessman, unmarried, Indian national r/o H. No. 34(2), Kirathalem Baina, Vasco da Gama, having PAN Card No. AECPL0848M, vide Power of Attorney dated 25/04/2016 executed at Vasco da Gama before Notary Public Adv. Sandeep Parab under Reg. No. 187/2016 dt. 25/04/2016, hereinafter referred to as the DEVELOPERS (which expression shall unless repugnant to the context or meaning thereof include the partners of the firm at all times, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

Shri. s/o Shri., ... years of age, Service/ Retired/ Business, married, Indian national r/o., having PAN Card No. hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND WHEREAS there exists a rustic, immovable property known as 'Atafondem' situated within the jurisdiction of the Gram Panchayat of Moira, within the registration sub district of Bardez of the District of North Goa not found registered in the Land Registration Officer nor found recorded in the Taluka Revenue Office. This property is presently situated in ward no. 5 and surveyed in the record of rights under

survey no. 19 sub division 18 of Moira and admeasures 2475 sq. mtrs. or thereabout. The boundaries of the property recorded as follows: on the East by the public road, on the West by the footpath, on the North by the property of Francis Lobo, Louis D'Mello and footpath and on the South by the road. The property shall hereinafter be referred to as the 'LARGER PROPERTY' for the sake of brevity, more particularly described in Schedule-I.

AND WHEREAS the said LARGER PROPERTY was originally owned by late Shri. Pascoal Jose Joaquim D'Souza alias Pascoal Jose D'Souza who expired at Moira on 14/08/1953 without any will or other disposition of his last wish, leaving behind as his widow and half sharer, his spouse, late Smt. Rosalina D'Souza alias Resurecao Rosalina D'Souza, who also expired at Moira on 30/06/1975, also without any will or other disposition of her last will.

AND WHEREAS Inventory proceedings registered under No. 104/97 before the Civil Judge Senior Division at Mapusa was instituted for the distribution of assets left behind by the above mentioned deceased. The said Inventory proceeding was disposed of in terms of the final judgment and order dated 30/07/1998 whereby he said LARGER PROPERTY came to be allotted equally between Shri. Renato Veloso and Shri. T. T. Shreedharan. This property was not divided by metes and bounds among the two owners and continues to be owned jointly by the two.

AND WHEREAS out of the said LARGER PROPERTY, an area of 1105 sq. mtrs. has been classified as orchard and the balance area of 1370 sq. mtrs. has been classiefied under settlement zone, and thus, the area admeasuring 1370 sq. mts., more particularly described in Schedule-II and hereinafter referred to as the 'SAID PLOT' remains as

the Joint Undivided Estate of Shri. Renato Veloso and Shri. T. T. Shreedharan.

AND WHEREAS the DEVELOPERS entered into an Agreement for Sale, Exchange cum Development with Shri. Renato Veloso, his spouse, Smt. Ella Linda Veloso, Shri. T. T. Shreedharan and his spouse Smt. Jean Loretta Maria Rosa D'Souza alias Loretta Shreedharan (hereinafter collectively referred to as the 'OWNERS') executed before Notary Public Adv. D. S. Petkar at Mapusa duly registered under Reg. No. 11409/2013 dated 29/04/2013. AND WHEREAS the OWNERS also executed an Addendum to Agreement before Notary Public Adv. D. S. Petkar at Mapusa duly registered under Reg. No. 9960/2014 dated 22/04/2014. AND WHEREAS for the effective performance of terms the said Agreements the OWNERS also executed an Irrevocable Power of Attorney in favour of the DEVELOPERS executed before Notary Public Adv. D. S. Petkar at Mapusa duly registered under Reg. No. 1140/2013.

AND WHEREAS the PURCHASER/S has/have approached the DEVELOPERS, to purchase a flat/shop in Building named 'SD D'SOUZA HERITAGE' identified as Flat/Shop No., admeasuring approximately sq. mtr. of Super Built-up area, on the Floor, which unit is described at Schedule-III hereafter written and shall hereinafter be referred to as the SAID PREMISES.

The DEVELOPERS have agreed to construct the SAID PREMISES for the PURCHASER/S provided the PURCHASER/S finance/s a sum of Rs.
..... (Rupees only) towards the basic consideration for the construction of the SAID PREMISES and for the corresponding undivided share in the land and out of the same, paid a sum of Rs./- (Rupees Only)

and corresponding Service Tax of Rs./- (Rupees
..... Only), the receipt whereof is admitted and
acknowledged by the DEVELOPERS. The PURCHASER/S has/have
agreed to finance the balance sum of Rs./- (Rupees
..... Only) along with taxes, extra work charges and
other outgoings applicable in the manner stipulated in Schedule-IV
hereinafter written.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **PREMISES:**

The DEVELOPERS shall, under normal conditions, construct in
Building 'SD D'SOUZA HERITAGE' the said Flat/ Shop No.
....., admeasuring approximately, sq. mtrs. carpet
area with, sq. mts. Balcony Area and, sq. mts.
Terrace Area, on the Floor (hereinafter referred to as the
SAID PREMISES) with Stilt Parking No., which premises is
shown delineated in red boundary line on the Plan annexed
hereto.

2. **CONSIDERATION:**

- (a) The PURCHASER/S agree/s to finance a sum of Rs.
..... /- (Rupees Only) or
thereabout towards the basic cost of construction of the
SAID PREMISES as per the mode of payment specified in
Schedule-IV on or before the dates provided therein.
- (b) The above said basic sum of Rs./- (Rupees
.....Only) or thereabout includes the
cost of the undivided incidence of land proportionate to the
built up area of the SAID PREMISES.

- (c) Without prejudice to DEVELOPERS' other rights under this Agreement and/or in law the PURCHASER/S shall be liable, to pay to the DEVELOPERS interest at the rate of 18% per annum, on all amounts due and payable by the PURCHASER/S under this Agreement, if any such amount remained unpaid for seven days or more after becoming due.
- (d) The DEVELOPERS shall have first lien and charge on the SAID PREMISES agreed to be acquired by the PURCHASER/S in respect of any amount payable by the PURCHASER/S to the DEVELOPERS under the terms and conditions of this Agreement.

3. **CHANGES:**

- (a) The DEVELOPERS will not accept any changes or additions to the SAID PREMISES.
- (b) The PURCHASER/S covenants with the DEVELOPERS that they shall not, either in person or by correspondence or after possession, request for or carry out any changes/ alterations/ modifications to the SAID PREMISES, contrary to rules and regulations.

4. **POSSESSION, USE AND MAINTENANCE OF THE SAID PREMISES:**

- (a) The DEVELOPERS shall deliver the SAID PREMISES to the PURCHASER/S within a period of THIRTY MONTHS from the date of this Agreement subject to an extension of further SIX MONTHS, provided all the amount due and payable by the PURCHASER/S to the DEVELOPERS are paid.

- (b) The DEVELOPERS shall, by a notice in writing to the PURCHASER/S intimate that the SAID PREMISES may be taken possession of, and the PURCHASER/S shall, within SEVEN DAYS from the receipt of the notice, take possession of the SAID PREMISES, failing which the PURCHASER/S shall be deemed to have taken possession of the SAID PREMISES.
- (c) The DEVELOPERS shall not incur any liability if they are unable to deliver possession of the SAID PREMISES by the date stipulated in Clause No.4(a), if the completion of the scheme is delayed by reason of non-availability of construction material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery or possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent Authority or for any other reason beyond the control of DEVELOPERS and in any of the aforesaid events the DEVELOPERS shall be entitled to reasonable additional extension of time for delivery of possession of the SAID PREMISES.
- (d) If for reasons other than the ones stipulated hereinabove, the DEVELOPERS are unable to or fail to give possession of the SAID PREMISES to the PURCHASER/S within the date specified in Clause 4(a) above, or Clause 4(c) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S shall be entitled to give notice to the DEVELOPERS terminating the AGREEMENT, in which event, on the receipt of such notice refund to the PURCHASER/S,

the amounts, if any, that may have been received by the DEVELOPERS from the PURCHASER/S in respect of the SAID PREMISES, as well as simple interest on such amounts at the rate of 8% per annum from the date of receipt till repayment. The DEVELOPERS shall also pay to the PURCHASER/S a sum of Rs. 5,000/- (Rupees Five Thousand only) as liquidated damages in respect of such termination.

- (e) Neither party shall have any other claim against the other in respect of the SAID PREMISES or arising out of this Agreement and the DEVELOPERS shall be at liberty to allot, alienate and dispose of the SAID PREMISES to any other person for such consideration and upon such terms and conditions as the DEVELOPERS may deem fit.
- (f) The PURCHASER/S shall use the SAID PREMISES only for the purpose of residence or for any purpose which is permissible by the prevailing laws as may be applicable.
- (g) The PURCHASER/S shall from the date of possession, maintain the SAID PREMISES, the 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 which may be against the conditions or rules or bye-laws of the Municipality or any other relevant statutory Authority/ Body and shall attend to and answer and will be responsible for all actions for violation of any such condition or rules or bye-laws.
- (h) The PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with his/ her/ their interest under upon or arising out of this Agreement or benefit of this Agreement or part with possession of the premises until all the dues

payable by him/ her/ them to the DEVELOPERS under this Agreement are fully paid up and only if the PURCHASER/S has/have not been guilty of breach or 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 DEVELOPERS.

5. **DEFECTS:**

After taking possession of the SAID PREMISES the PURCHSER shall have no claim against the DEVELOPERS in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work unless the Architect of the DEVELOPERS opines otherwise. Similarly, the DEVELOPERS shall not be responsible for colour/ size/ variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings etc.

6. **OUTGOINGS:**

Any taxes, charges or out goings levied by the Municipality or any other competent Authority exclusively pertaining to the SAID PREMISES including Service Tax, Infrastructure Tax, VAT, Labour Cess or any other tax, shall be borne by the PURCHASER/S, irrespective of whether the PURCHASER/S has/ have taken possession of the SAID PREMISES or not.

7. **PLANS AND VARIATIONS:**

- (a) It is hereby agreed that the DEVELOPERS shall be entitled and are hereby permitted to make such variations and alterations in the above plan 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 buildings, as the exigencies of

the situation may warrant, and the circumstances of the case may require.

- (b) In the event, on account of change in plans or for any other reasons, the area of the SAID PREMISES is increased, the PURCHASER/S shall be liable to pay to the DEVELOPERS for the extra area at the rate of Rs./- calculated at the rate stipulated in the present Agreement. Similarly, if the built up area of the SAID PREMISES is decreased, the DEVELOPERS shall be liable to refund to the PURCHASER/S the amount corresponding to the differential area calculated at the rate stipulated in the present Agreement.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the terrace (as may anytime satisfy the description of terrace) of the said building including parapet walls shall always be the property of the DEVELOPERS and shall be under the exclusive control, use, possession, enjoyment and ownership of the DEVELOPERS and this Agreement with PURCHASER/S and all other purchasers of flats/shops in the said building shall be subject to the aforesaid right of the DEVELOPERS who shall also be entitled to use or allow the user of terrace and parapet walls for any purpose of the discretion of the DEVELOPERS.
- (d) The DEVELOPERS shall have sole and absolute rights to extend further storeys or put up additional structures from time to time in the said premises or on any part thereof that might become hereinafter permissible. Such additional structure and storeys will be the sole property of the DEVELOPERS who will be entitled to dispose of the same

or any part thereof in way it chooses and the PURCHASER/S hereby consent/s to the same and the PURCHASER/S shall not be entitled to raise any objection or set up any obstructions thereto in any manner to the DEVELOPERS or other persons permitted by the DEVELOPERS for raising such further storeys or making other constructions or transferring any rights in or on the building or other construction therein or any part or parts thereof.

- (e) For the purpose of further constructions, the DEVELOPERS shall be absolutely entitled from time to time to remove, shift and substitute (subject to the obligation of the DEVELOPERS) reinstall the water tank, Lift machineries, Lift room, terrace or parapet to the newly constructed area without any objection or interference from the PURCHASER/S. The PURCHASER/S shall not be entitled to raise any objection or to claim any abatement in the price of the unit agreed to be purchased by the PURCHASER/S and/ or to any compensation or damages on the ground of inconvenience or any other ground whatsoever.
- (f) The DEVELOPERS shall always and from time to time as and when required by reason of further construction or constructions be entitled to connect the electric, water, sanitary and drainage fittings or Lift to the additional structure(s) and storey(s) with the connections and/or sources that may then be existing for the other constructed units and/or portions and the said additional structures shall be entitled to all the benefits, advantages easements and facilities.

- (g) It is understood and agreed that in the event of increase in F.A.R, the undivided share in the Land shall be modified proportionately so as to reflect only that amount of fraction of Land vis-a-vis the present F.A.R and further that the additional F.A.R and proportionate share of Land shall be available solely to the benefit of the DEVELOPERS without the requirement of any Agreement and or recognition from the PURCHASER/S.

8. **FORMATION OF ENTITY:**

- (a) The DEVELOPERS shall assist the PURCHASER/S and the other Flat/ Shop holders in forming a Co-operative Society/ Company, an association of persons or any other entity for owning and/or maintaining the SAID PREMISES and/or the building 'SD D'SOUZA HERITAGE'.
- (b) It shall be entirely at the discretion of the DEVELOPERS to decide whether to form a Co-operative Society, Company, an Association of persons or any other entity (hereinafter referred to as the 'ENTITY').
- (c) When the DEVELOPERS take a decision in this matter the PURCHASER/S and other Flat/ Shop holders of the building 'SD D'SOUZA HERITAGE' shall sign all forms, applications, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PREMISES and/or the building 'SD D'SOUZA HERITAGE' in the name of the ENTITY.
- (d) The PURCHASER/S and the person/s to whom the SAID PREMISES is let, sub-let, transferred, assigned or given possession to, 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 byelaws which may be applicable to the ENTITY.

- (e) The PURCHASER/S 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 for the ENTITY and return to the DEVELOPERS the same within 10 (Ten) days of the same being intimated by the DEVELOPERS to the PURCHASER/S.
- (f) No objection shall be given by the PURCHASER/S if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- (g) The PURCHASER/S 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 DEVELOPERS and of the other Flats/ Shop Holders in 'SD D'SOUZA HERITAGE'.
- (h) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed(s) of conveyance shall be prepared by the Advocate of the DEVELOPERS.

9. **TRANSFER:**

In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY the DEVELOPERS shall get executed the conveyances of the

undivided portions of the SAID PROPERTY in the names of all the Flats/ Shop/ Premises Owners in proportion to the built up area acquired by each of them in 'SD D'SOUZA HERITAGE'. If the land is to be transferred to the Entity/Society, the same shall be done only after complete utilization of FAR of the property by the DEVELOPERS.

10. **DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:**

The PURCHASER/S agree/s to pay to the DEVELOPERS:

- (a) All the expenses for water, electricity and sewerage connection and towards the said expenditure a deposit of Rs. 75,000/- (Rupees Seventy Five Thousand Only) shall be made by the PURCHASER/S. The PURCHASER/S shall, on demand from the DEVELOPERS pay additional contribution if the aforesaid deposit is found insufficient to meet the expenses.
- (b) The DEVELOPERS and/or the ENTITY shall be entitled to charge maintenance charges of the building, water/ electricity consumption charges/ sewerage charges, watch n ward charges Lift operation charges and other maintenance charges from time to time and the PURCHASER/S shall pay the same. To meet the above expenses initially an annual contribution of Rs. 17/- per sq. mtrs. super built-up area per month may be raised by the DEVELOPERS. If the same is found insufficient, the DEVELOPERS shall be at liberty to increase the same. The DEVELOPERS shall maintain proper account of the receipt and expenditure and submit the same for the verification of the representatives of the PURCHASER/S. Once the

formation of the Society/ Association/ Company/ Entity is complete; the maintenance work shall be looked after by them independently.

11. **GENERAL:**

- i. The DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with the right, title and interest in the remaining part of the SAID PROPERTY and/or in the 'SD D'SOUZA HERITAGE'.
- ii. The PURCHASER/S shall be bound to sign all the papers and documents and do all the things and matters as the DEVELOPERS may require from him/her/them from time to time in this behalf for safeguarding, inter-alia, the interest of the DEVELOPERS and the PURCHASER/S.
- iii. The PURCHASER/S shall on the date of signing the Agreement notify to the DEVELOPERS the address where any letters, reminders, notices, documents, papers etc. are to be served to the PURCHASER/S. The PURCHASER/S shall also from time to time notify any changes in his/her/their address to the DEVELOPERS. Any letters, reminder, notices, documents, papers etc. dispatched to/ served at the said notified address or at the changed address by Regd. A/D. or under Certificate of Posting shall be deemed to have been lawfully served on the PURCHASER/S.
- iv. In the event of default of the payment of installment stipulated in the Schedule-IV herein, the DEVELOPERS shall be liable to cancel this Agreement and enter into fresh Agreement in respect of Flats/Shops with other purchasers. In such an event, after cancellation of this

Agreement and raising the finances from interested purchaser(s) in respect of the SAID PREMISES the amount financed by the defaulting PURCHASER/S shall be returned without any interest, after deducting Rs. 1,00,000/- (Rupees One Lakh only) towards the administrative and processing charges and Rs. 2,00,000/- (Rupees Two Lakhs Only) towards the losses suffered by the DEVELOPERS.

- v. All items of work which are not specified in Schedule-V shall be undertaken by the DEVELOPERS and charged extra for the same. An advance of 75% of the estimated cost by the Engineers of the DEVELOPERS for the extra work shall be paid by the PURCHASER/S to the DEVELOPERS before the commencement of the extra items of work. The DEVELOPERS shall submit bills in respect of extra work to the PURCHASER/S. The time consumed for the completion of the extra work shall be added to the total period of completion under Clause 4(a) of this Agreement. The PURCHASER/S shall pay the balance 25% of extra work charges to the DEVELOPERS before taking possession of the flat.
- vi. In the event of any transfer of the rights/ interest of the PURCHASER/S in the SAID PREMISES during the period of construction or at any time prior to the handing over of the building/ Land to the Entity/ Association/ Society to any third party with the consent of the DEVELOPERS. The DEVELOPERS shall be entitled to charge Rs. 3,00,000/- (Rupees Three Lakhs Only) or 2% of the consideration whichever is more, as their Administrative/ Processing charges and premium from the said PURCHASER/S.

However such transfers shall be done solely at the discretion of the DEVELOPERS.

- vii. All the expenses for the preparation of Sale Deed/ Agreement for Sale, stamp duty, typing and stationery charges, registration charges, cost of the title documents of the property and other incidental charges shall be borne by the PURCHASER/S.
- viii. In the event of default on the part of the PURCHASER/S to pay the outstanding dues, 18% interest per annum will be charged on the outstanding amount without prejudice to any other action to be taken by the DEVELOPERS in terms of this Agreement.
- ix. The electricity, water, sewerage and other charges viz. transformer installation, electricity meter etc. payable in respect of the SAID PREMISES shall be borne by the PURCHASER/S. The electricity, water, sewerage and other charges specified to the commercial establishment shall be paid by the PURCHASER/S of the Units on pro rata basis.
- x. The PURCHASER/S has/have hereby given his/her/their express consent to the DEVELOPERS to raise any Loan against the and/or the building constructed thereon except the premises of the PURCHASER/S and to mortgage the same with any bank(s) or financial institution(s). This consent, however, is on the express understanding that any such loan/ liability shall be cleared by the DEVELOPERS, at their expenses.
- xi. The PURCHASER/S shall, from the date of possession, maintain the SAID PREMISES, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their own cost, in good and tenantable repair and

condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/or common passages or the compound, which may be against the conditions or rules or byelaws of the Municipal Council and/or the Plansaid propertyning and Development Authority and/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 byelaws.

- xii. Infrastructure tax levied by Government of Goa under Goa Infrastructure Act, 1997 and the Service Tax levied by the Central Government/State Government in respect of the flat/ shop, the area of the flat/shop shall be solely borne by the PRCHASER.
- xiii. The PURCHASER/S shall also bear proportionate share in the insurance premium of the said building and also all outgoing for the maintenance of the building, common lights, common staircase, common compounds and open spaces, salaries of watchman, sweepers and charges.
- xiv. In the event of any amount by way of premium, security deposit, betterment charges, development taxes or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the DEVELOPERS, the PURCHASER/S hereby expressly undertakes to reimburse the DEVELOPERS for all such amounts in proportion of the area of the said premises and in determining such amount the decision of the DEVELOPER shall be binding and conclusive upon the PURCHASER/S.
- xv. The PURCHASER/S hereby agree/s and binds himself/ themselves to contribute such amount as may be decided

by the DEVELOPERS or the entity, as the case may, for the maintenance of the said plot and the said building scheme from time to time i.e. for common lights, water charges, watchman's remuneration, sweeper's remuneration, maintenance of garden, etc.

- xvi. The PURCHSER under no circumstances shall block or encroach upon the open space/ passages or staircase in the said buildings. Likewise, the internal access roads in the said building scheme shall always be kept open and unobstructed.
- xvii. The PURCHSER shall have no right to the terrace portion of the said building, except for the purpose of having access to the overhead water tank, and their maintenance and the same shall always remain as the absolute property of the DEVELOPERS.
- xviii. All papers pertaining to the formation of the Entity and rules and regulations thereof as also the necessary Deed/ Deeds of Conveyance shall be prepared by the Advocate of the DEVELOPERS. All Costs, charges, expenses including Stamps Duty, Registration charges and any other expenses in connection with the preparation, execution and registration of the Deed/Deeds of Conveyance or for the formation of the Entity shall be borne by the premises-holders in such proportion as may be decide by the DEVELOPERS and/or by the ENTITY.
- xix. It is agreed between the parties that the water sources in the SAID PROPERTY shall be the property of the DEVELOPERS and shall be under the exclusive control, use, possession, enjoyment and ownership of the DEVELOPERS.

- xx. The DEVELOPERS shall provide the building(s) with a common underground water pump or a surface level water storage tank of adequate capacity connected to overhead water tank in order to lift water in case of breakdown of water supply from the mains. The sump or water tank will be provided with pump house/water pump. The cost of this unit comprising of sump/water tank, pump house and the water pump with all accessories will have to be borne equally by all the purchasers of units in the building or buildings.
- xxi. The allotment of Stilt or specified open parking slot, if any, for the benefit of any Flat/ Shop Owners shall be at the discretion of the DEVELOPERS and no covered parking or vehicle sheds shall be permitted in the open space and the allotted stilt parking shall be used *only* for parking vehicles and no barricading of any nature shall be permitted.
- xxii. It is declared by the parties to this Agreement that the possession of Flat No., ... Floor is not given to the PURCHASER/S by the DEVELOPERS by this document.
- xxiii. 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, 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 & Reconciliation Act, 1996.

- xxiv. The PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of these Agreement or part with possession of the premises until all the dues payable to the DEVELOPERS under these Agreement are fully paid. It is specifically agreed by the parties that if there is any breach on the part of the PURCHASER/S, the DEVELOPERS will be entitled to cancel the booking of the Flat/Shop and refund the consideration paid by the PURCHASER/S after forfeiting Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) towards the compensation for the breach committed.
- xxv. Each owner shall obtain his electric connection from the respective Government departments. The DEVELOPERS shall only provide the PURCHASER/S with the required electrical report to the effect that the works are executed as per government regulations which is sufficient for obtaining electrical connections. Any extra work done beyond the specifications above will be done at the cost of the PURCHASER/S.

SCHEDULE-I

Description of the LARGER PROPERTY

All that immovable property known as 'Atafondem' situated at Moira, within the jurisdiction of the Gram Panchayat of Moira, within the registration sub district of Bardez of the District of North Goa not found registered in the Land Registration Office nor found recorded in the Taluka Revenue Office. This property is situated in ward no. 5 and surveyed in the record of rights under survey no. 19 sub division 18 of Moira and admeasures 2475 sq. mtrs. and bounded as follows:

North : partly by properties under survey no. 19/19,
19/20 and 19/11
South : by public road
East : by property under survey no. 19/11
West : by property under survey no. 19/11

SCHEDULE-II

Description of the SAID PLOT

All that portion of land on the Western side of the property known as "Atafondem", situated in ward no. 5 of the village of Moira, within the limits of the Gram Panchayat of Moira, Taluka and Sub District of Bardez, North Goa District and state of Goa, surveyed in the Revenue Survey of Record of Rights under Survey No. 19/18 (Part), admeasuring an area of 1370 sq. mtrs., delineated in red boundary lines, marked as "PLOT A" and bounded as follows:

North : partly by properties under survey no. 19/20
and 19/11
South : by public road
East : by property under survey no. 19/11
West : by remaining part of property under 19/18
& partly by property under survey no. 19/20

SCHEDULE-III

Description of the SAID PREMISES

Flat/Shop No. :
Carpet Area : sq. mtrs.
Exclusive Balcony Area : sq. mtrs.
Exclusive Terrace Area : sq. mtrs.
Stilt Parking, if any : Stilt Parking No.

Boundaries (Plan Annexed)

North :

South :

East :

West :

SCHEDULE-IV

Payment Schedule

Sl. No.	Description	Amount
1.	Booking Amount	Rs./- + Rs./- Service Tax
2.	Balance of Booking Amount (20%)	Rs./- + Rs./-
3.	On or before signing of Agreement (40%)	Rs./- + Service Tax
4.	Within 7 days from intimation of Excavation of Footing (60%)	Rs./- + Service Tax
5.	Within 7 days from intimation of commencement of First Slab (75%)	Rs./- + Service Tax
6.	Within 7 days from intimation of commencement of Second Slab (90%)	Rs./- + Service Tax
7.	Within 7 days from intimation of commencement of Roof Slab (95%)	Rs./- + Service Tax
8.	Within 7 days from commencement of Internal Plastering of unit (100%)	Rs./- + Service Tax
9.	Balance amount, taxes, outgoings & applicable charges before handing over of SAID PREMISES. Extra work charges, if any, shall be billed separately.	Rs./-*

SCHEDULE-V

Specifications

THE STRUCTURE:

It is a R.C.C framed structure of columns, beams and slabs. The internal partition wall will be 12cm/23cm brick/block/laterite masonry and the external walls will be 23cm block/brick/laterite masonry.

PLASTER:

Internal plaster shall be single coat sand faced cement plaster with neeru finish. External plaster will be double coat sand faced cement plaster.

PAINTING:

External walls will be painted with two coats of snowcem or equivalent waterproof cement paint. Internal walls and ceiling will be painted with one coat cement primer followed by application of lambi and two coats of white Oil Bound Distemper.

FLOORING:

All rooms will be provided with good quality ceramic floor tiles with 10cm skirting. WC and bathroom will be provided with anti-skid ceramic tiles.

DOORS & WINDOW:

Main door frame and panels shall be of hard wood/ moulded concrete provided with peep hole, tower bolt, aldrop and door stopper. All internal door frames shall be of hard wood/ moulded concrete with flush doors. Bath and WC doors shall be of fiber/PVC. Windows shall be of UPVC/powder coated/anodized Aluminium.

KITCHEN:

Shall be provided with granite with single bowl stainless steel sink. The platform backing finished with dado up to 60 cm above the granite platform with glazed tiles.

BATHROOM AND WC:

The WC and bathroom shall consist of Indian or European commode, shower rose. WC and bathroom shall be provided with anti-skid ceramic tiles. Dado will be up to a height of 210 cm with glazed tiles.

WATERPROOFING:

All toilets, bathrooms and open terraces shall be water proofed with standard water proofing material.

WATER SUPPLY:

Shall be through underground sump and overhead tank which will service the entire apartments.

ELECTRICAL INSTALLATION:

Wiring shall be concealed type with good quality Copper wires in PVC conduits. Electrical points will be provided as under.

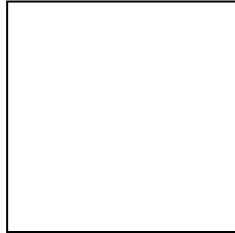
Living/ Dining Room	:	Three light points, Two Fan points, Two 5 Amp plug point, One Bell point, One T.V. point
Bedroom	:	Two light points, One Fan point, One 5 Amp plug point, One AC point (only in Master Bedroom)
Kitchen	:	One light point, One exhaust fan point, One 15 Amp plug point, One 5 Amp plug point
Bath and WC	:	One light point, One Exhaust Fan point, One Geyser point (only in one bath/W.C)
Balcony	:	One light point

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

SIGNED & DELIVERED by the within
named DEVELOPERS M/s. SANCOALE
DEVELOPERS at Vasco da Gama.

.....

Shri. PHIROZE LORAN (Partner)



L.H.T.I

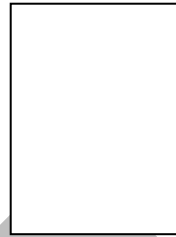
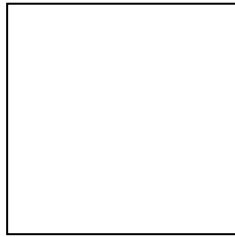
LEFT HAND				

RIGHT HAND				

SIGNED & DELIVERED by the within named
PURCHASER/S at Vasco da Gama.

.....

Shri.



L.H.T.I

LEFT HAND				

RIGHT HAND				

IN THE PRESENCE OF WITNESSES:

1.....

2.....