

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Panaji, Tiswadi, Goa
on this ____ the day of _____ of the year Two Thousand and
Eighteen.

BETWEEN

1. **M/S ESMERALDA DEVELOPERS**, a Partnership firm registered under the Indian Partnership Act, having its registered office at 509, Goa-Velha, Tiswadi-Goa. holding PAN Card no. AABFE8757B herein represented by its Partner Mr. Jagdish U. Bhobe, age 48 years, married, son of Mr. Umakant Bhobe, in business, residing at Goa-Velha, Goa, hereinafter referred to as **"THE BUILDER/VENDOR"** (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **FIRST PART**;

AND

2. **MR.** _____, son of Mr. _____, aged _____ years, Occupation _____, holding PAN Card no. _____, Aadhaar Card No. _____, residing at _____

hereinafter referred to as the **PUCHASER/UNIT HOLDER**" (which expression shall unless it be repugnant to the context or meaning thereof is deemed to include their heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

All the parties herein being are Indian Nationals.

WHEREAS there exists a part and parcel of land admeasuring 750m² identified as Plot No. 16 comprising partly in Sy. No. 52/1 and partly in Sy. No. 53/1 of Murda being a part of the whole property identified as BAMONBATTa of Village Mercês situated at Murda, within the limits of Village Panchayat Mercês, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa in the State of Goa which Property is hereinafter referred to as the SAID PLOT and is fully described in Schedule I herein below.

WHEREAS the whole Property originally belonged to the Family of Vernekar.

WHEREAS Shri. Mohan Crisna Pai Vernekar and his wife Smt. Jyoti Mohan Pai Vernekar interalia have acquired the title to the said property through their Purchaser-in-title Crisna Pai Vernekar.

WHEREAS on 24-10-2001 Shri. Mohan Crisna Pai Vernekar and Smt. Jyoti Mohan Pai Vernekar along with the other co-owners of the said property entered into an Agreement with Shri. Savio Gracias for development and sale of the said property; in terms whereof the SAID PLOT was allotted to Shri. Mohan Crisna Pai Vernekar and Smt. Jyoti Mohan Pai Vernekar.

WHEREAS on 8-2-2002 Dy. Collector Panaji issued Sanad under No. 16/CNV/TIS/61/2001 for conversion of an area of 30129 m² of the said whole property.

WHEREAS the whole property comprising of Sy. No. 52/1, 53/1, 55/1, 56/1, 57/1 and 58/1 of Murda Village, Taluka Tiswadi, was amalgamated, developed and sub-divided vide approval from Town and Country Planning Department for final NOC for sub-division of Plot vide order No. TIS/2451/MUR/02/247 dated 11/6/2002 and final NOC from Village Panchayat at Mercas, vide order No. VP/MER/285/2002-03 dated 14-6-2002.

WHEREAS having completed the development and sub-division of the said property in terms of the Compliance of Town and Country Planning Act and Panchayat Raj Act, the possession of the SAID PLOT No. 16 was handed over to Shri. Mohan Crisna Pai Vernekar and his wife Smt. Jyoti Mohan Pai Vernekar.

WHEREAS Shri. Mohan Crisna Pai Vernekar and his wife Smt. Jyoti Mohan Pai Vernekar were thus the sole and exclusive owners of the SAID PLOT in the amalgamated sub-division Scheme.

WHEREAS by a Deed of Sale dated 28th April 2010 the Vendors hereto purchased the said plot from its original owners Shri. Mohan Crisna Pai Vernekar and his wife Smt. Jyoti Mohan Pai Vernekar which Deed is registered under No. 1348 at pages 107 to 120 of Book No. 2 Volume 2223 dated 3rd May 2010 in the office of Sub-Registrar, Ilhas-Goa.

WHEREAS the Vendor have proposed ESMERALDA a residential-Cum-commercial Scheme in the said plot which scheme is approved by Town & Country Planning Department, Tiswadi Taluka office vide No. TIS/6711/MUR/TCP/10/1317 dated 7th September 2010 and by the Village Panchayat of Mercers vide Construction Licence No. 17/VP/MER/2010-11 dated 20/10/2010 for construction in the said property.

WHEREAS the Purchaser/Unit Holder has approached the Builder/Vendor agreeing to purchase a unit/flat bearing no. _____ having a carpet area approximately _____ sq.mts, alongwith _____ sq.mts of exclusive carpet area of Balcony/verandah/passage on the _____ of Scheme **ESMERALDA** described in detail in the Schedule II hereafter written and shall hereinafter be referred to as SAID UNIT.

WHEREAS the Builder/Vendor have agreed to construct the said Unit along with a car parking slot for the PURCHASER/UNIT HOLDER provided the PURCHASER/UNIT HOLDER finances the BUILDER/VENDOR with a sum of Rs. _____/- (Rupees _____ Only) for the construction of the said Unit/Flat No. _____ and for corresponding undivided proportionate share in the land subject to the further terms and conditions hereafter specified.

WHEREAS the PURCHASER/UNIT HOLDERS has agreed to make payment of the above said sum of Rs. _____/- (Rupees _____ Only) in the manner stipulated in Schedule no.III hereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH:-

1. **PREMISES**

- (a) The BUILDER/ VENDOR shall, under normal conditions, construct in the said Scheme identified as **ESMERALDA** comprising of the said unit/flat having a carpet area approximately _____ sq.mts., alongwith _____ sq.mts of exclusive carpet area of Balcony/Verandah/passage on the _____ Floor of

Scheme **ESMERALDA** along with a stilt car park; herein referred to as the SAID UNIT in accordance with the specifications contained in Schedule IV hereafter written, the SAID UNIT is described in detail in Schedule II hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

- (b) The PURCHASER/UNIT HOLDER does hereby agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the SAID UNIT agreed to be purchased by the PURCHASER/UNIT HOLDER without the written permission of the BUILDER/VENDOR. The PURCHASER/UNIT HOLDER agrees and undertakes not to enclose or put any barricades in any manner in respect of allotted stilted car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/UNIT HOLDER to the satisfaction of the BUILDER/ VENDOR.

2. CONSIDERATION:-

- a) The PURCHASER/UNIT HOLDER agrees to make payment of the sum of Rs. _____/- (Rupees _____ Only) as per the mode of payment specified in Schedule III on or before the dates provided therein, towards the construction of SAID UNIT along with a car park slot.
- b) The above said sum of Rs. _____/- (Rupees _____ Only) includes the cost of the Undivided Share of the said Plot of land proportionate to the carpet area of the SAID UNIT.
- c) If the UNIT HOLDERS commit default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/ Vendor shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have

till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an EMD component of Rs. _____/- (Rupees _____ Only) without any further amount by way of interest or otherwise.

- d) On termination of this Agreement by the Builder/Vendor under this clause, they shall be at liberty to allot and dispose off the said Unit to any other person as the Builder/Vendor deem fit, for such consideration as the Builder/Vendor may determine and the UNIT HOLDERS shall not be entitled to question this act of the Builder/Vendor or to claim any amount from the Builder/Vendor.
- e) Without prejudice to the Builder/Vendor the other rights of this Agreement and/or in law, the PURCHASER/UNIT HOLDER shall be liable to pay to the Builder/Vendor, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the UNIT HOLDERS under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.
- f) The BUILDER/VENDOR shall have a first lien and charge on the SAID UNIT; construction of which is agreed to be financed by the PURCHASER/UNIT HOLDERS in respect of any amount payable by the PURCHASER/UNIT HOLDER to the Builder/Vendor under the terms and conditions of this agreement.

3. CHANGES:-

Changes or additions if required by the PURCHASER/UNIT HOLDERS will be accepted at the sole discretion of the Builder/Vendor, in writing from the PURCHASER/UNIT HOLDERS cost of which shall be paid extra by UNIT HOLDERS, in advance and in the manner determined by the Builder/Vendor in such an event the time limit for handing over the said Unit shall stand revised as decided by the BUILDER/VENDOR.

4. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

- a) The BUILDER/VENDOR shall complete the said Unit within 18 months from the date of signing this agreement, subject to an extension of further 6 months, and after obtaining the Occupancy Certificate from the Competent Authorities, hand over its delivery to the PURCHASER/UNIT HOLDERS. Provided all the amounts due and payable by the PURCHASER/UNIT HOLDERS under this Agreement are paid by the PURCHASER/UNIT HOLDER to the BUILDER/VENDOR.
- b) The BUILDER/VENDOR shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the UNIT HOLDERS and the UNIT HOLDERS shall, within 7 days from the receipt of the notice, take delivery of the SAID UNIT. The BUILDER/VENDOR upon giving the intimation as stated above, shall be deemed to have completed the said Unit in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the UNIT HOLDERS delay/s the taking delivery of the said Unit.
- c) Failure to take possession of the SAID UNIT will not exonerate the PURCHASER/UNIT HOLDER from his liability to pay the outgoing such as Municipal taxes, Maintenance amount etc as mentioned in clause 11 (b) from the date of occupancy.
- d) The BUILDER/VENDOR shall not incur any liability if it is unable to deliver the said Units by the date stipulated in clause no.4(a), if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any of acts of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any Court/ Forum and/or any other Public or Competent Authority or for any other reason beyond the control of BUILDER/VENDOR and in any of the aforesaid events, the BUILDER/VENDOR shall be entitled to reasonable additional extension of time for delivery of the said Unit.

- e) If for reasons other than the ones stipulated hereinabove, the BUILDER/VENDOR are unable to or fail to give delivery of the said Unit to the UNIT HOLDER 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 UNIT HOLDER shall give notice to the BUILDER/ VENDOR terminating this Agreement, in which event the BUILDER/VENDOR shall, within 30 days from the receipt of such notice, refund to the PURCHASER/UNIT HOLDER (after deducting service tax) the amounts, if any, that may have been received by the BUILDER/VENDOR from the UNIT HOLDER in respect of the said Units with interest as specified in the rule from the date of receipt of each amount till repayment.

- f) The BUILDER/VENDOR shall also pay to the PURCHASER/UNIT HOLDER by way of liquidated damages in respect of such termination an amount of Rs.25,000/- as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the bases of mental agony or otherwise against the other in respect of the non-delivery of the said unit /flat or arising out of this agreement and the BUILDER/VENDOR shall be at liberty to allot, sell and dispose off the SAID UNIT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/VENDOR may deem fit.

- g) The UNIT HOLDER shall use the said Units only for the purpose of residence. The UNIT HOLDER shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Scheme.

- h) The UNIT HOLDER shall, from the date of possession, maintain the said Units 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 Units 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 Village Panchayat 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. The PURCHASER/UNIT HOLDER along with other PURCHASERS/UNIT HOLDER in the said Scheme shall provide of their own water supply at their own cost with the assistance of builder till such time that the PWD water supply is made available at the said Scheme.

- i) The UNIT HOLDER shall not let, sub-let, sell, transfer, assign or part with her/his interest under or benefit of the Agreement or part with delivery of the said Units until all the dues payable by her/his to the BUILDER/VENDOR under this Agreement are fully paid up and that too only if the UNIT HOLDER has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until she obtain/s the previous consent in writing of the BUILDER/VENDOR.

5. DEFECTS/DEFICIENCY-EXTENT OF COVERAGE:-

- a) If within a period of five years from the date of completion of the SAID UNIT/FLAT to the PURCHASER /UNIT HOLDER/, the PURCHASER/UNIT HOLDER brings to the notice of the BUILDER/DEVELOPER any structural defect in the SAID UNIT or the SAID BUILDING in which the SAID UNIT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the BUILDER/VENDOR S at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/UNIT HOLDER shall be entitled to receive from the BUILDER/VENDOR, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/UNIT HOLDER carry out any work within the SAID UNIT/FLAT after taking possession resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the BUILDER/VENDOR shall not be liable to rectify or pay compensation but the BUILDER/VENDOR may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc cannot be considered as defective work.

- b) The BUILDER/VENDOR shall not be responsible for absorption of certain colour pigments resulting in stain by vitrified tiles and consequently the PURCHASER/S/UNIT HOLDER are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- c) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the SAID FLAT shall equally be applicable to and enforceable against any UNIT/HOLDER. In case of a transfer, as the said obligation go along with SAID UNIT/FLAT for all intents and purposes.

6. OUTGOINGS:-

- a) Infrastructure tax or any development /betterment charges, or deposits if demanded by or to be paid to the Village Panchayat of Mercers Tiswadi, Goa or any other Competent Authority incidental to the said Units shall be payable by the UNIT HOLDER in the manner to be determined by the BUILDER/VENDOR. The PURCHASER/UNIT HOLDER agree/s to pay to the Builder/ Vendors within seven days of demand, such share of the UNIT HOLDER of such charges or deposit.
- b) Any levy or tax of any nature, including but not limited to GST(Goods & Service tax) levied or becomes payable by the BUILDER/ VENDOR or on the project **ESMERALDA** or on individual Flats in **ESMERALDA** including the SAID UNIT, shall be borne by the PURCHASER/UNIT HOLDER and accordingly, the amount of consideration mentioned on clause 2 above, shall stand increased to that extent. The amount so to be borne by the PURCHASER/UNIT HOLDER shall be paid by the PURCHASER/UNIT HOLDER within 07 days of the intimation by the BUILDER/VENDOR.
- c) Any taxes, charges or outgoings levied by the Village Panchayat of Mercers or any other Competent Authority exclusively pertaining to

the said Units shall be borne by the UNIT HOLDER, from the date of Occupancy Certificate, irrespective of whether the UNIT HOLDER has/have taken the possession of the said Units or not.

7. VARIATIONS IN PLANS:-

- a) The BUILDER/VENDOR shall have to obtain prior consent in writing of the PURCHASER/UNIT HOLDER in respect of variations or modifications which may adversely affect the SAI DUNIT of the PURCHASER/UNIT HOLDER except any alteration or addition required by any Government authorities or due to change in law.
- b) Under no circumstances the PURCHASER/UNIT HOLDER shall be permitted to make any structural changes or any other changes in the SAID UNIT nor any such request shall be entertained from the PURCHASER/UNIT HOLDER. In the event the PURCHASER/UNIT HOLDER desire to make any changes or additions within the SAID UNIT to the Standard Specifications detained in SCHEDULE No.IV hereafter written, subject to the overall approval of the authorities concerned, than in such an event the BUILDER/VENDOR shall not be responsible for the functional effectiveness and efficacy of the extra item of work.
- c) The BUILDER/VENDOR shall confirm all the final carpet area that has been allotted to the PURCHASER/UNIT HOLDER after the construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes if any, in the carpet area subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the BUILDER/VENDOR. In the event, for any other reason the carpet area of the said unit is increased, the PURCHASER/UNIT HOLDER shall be liable to pay to the BUILDER/VENDOR for the extra area. Similarly if the carpet area of the SAID UNIT is decreased, the BUILDER/VENDOR shall be liable to refund to the PURCHASER/UNIT HOLDER the amount corresponding to the differential area. All these monetary adjustment shall be made at the same rate per sq.mtr as agreed in clause 2 of this agreement.

8. FORMATION OF ENTITY:

- a) The BUILDER/ VENDOR shall assist the PURCHASER/UNIT HOLDERS of the said Scheme of **ESMERALDA** in forming a Co-operative Housing Maintenance Society for maintaining the SAID Complex.
- b) On the intimation of BUILDER/ VENDOR the PURCHASER/UNIT HOLDER along with other PURCHASERS/UNIT HOLDERS of the Said Scheme of **ESMERALDA** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the Co-operative Housing Maintenance Society.
- c) The BUILDER/ VENDOR shall form Co-operative Housing Maintenance Society of all the PURCHASERS/UNIT HOLDERS of the said Scheme after completion.
- d) The PURCHASER/UNIT HOLDER and the persons to whom SAID UNIT 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 said Society from time to time and shall also be governed by the laws which may be applicable to the Society.
- e) The PURCHASER/UNIT HOLDER hereby agrees and undertakes to be a member of the Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society and return to the BUILDER/VENDOR the same within 10(ten) days of the same being intimated by the BUILDER/VENDOR to the PURCHASER/UNIT HOLDER.

- f) No objection shall be taken by the PURCHASER/UNIT HOLDER 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 BUILDER/VENDOR or by any competent authority.
- g) The PURCHASER/UNIT HOLDER 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 BUILDER/ VENDOR and of the other PURCHASER/UNIT HOLDER in **ESMERALDA**.
- h) The BUILDER/VENDOR shall be in absolute control of those units in **ESMERALDA**, which remains unsold. Should the BUILDER/ VENDOR decide to retain any portion in **ESMERALDA** it shall join the Society along with the other PURCHASER/UNIT HOLDER.
- i) All papers pertaining to the formation of the Society and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance shall be prepared by the BUILDER/VENDOR or by the Advocate of the BUILDER/ VENDOR.
- j) All costs, charges, expenses, etc., including registration and any other expenses in connection with the formation of the Society shall be borne by the PURCHASER/UNIT HOLDER and the other PURCHASERS/UNIT HOLDERS in such proportion as may be decided by the BUILDER/ VENDOR and/or the ENTITY.

9. TRANSFER:-

- a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Units or of the said Property or any part thereof.
- b) Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the

PURCHASER/UNIT HOLDER in the names of various the UNIT HOLDERS.

- c) The BUILDER/VENDOR shall convey unto the PURCHASER/UNIT HOLDER the SAID UNIT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which **ESMERALDA** is constructed, proportionate to the carpet area of the SAID UNIT unto the PURCHASER/UNIT HOLDER, in such manner, as may be determined by the BUILDER/VENDOR.
- d) 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 PURCHASER/UNIT HOLDER and the other Unit/Shop/Office Premises/garage holders in such proportion as may be decided by the BUILDER/VENDOR and/or the ENTITY.

10. DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:-

- a) The PURCHASER/UNIT HOLDER agrees/s to pay the BUILDER/VENDOR towards Electricity meter which will be provided by the BUILDER/VENDOR in the individual name of the PURCHASER/UNIT HOLDER. However expenses on procurement of electric meter and their installation will be charged extra, as applicable.
- b) Rs. _____ /- (Rupees _____ 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 in clause 10 hereafter.
- c) Maintenance Charges at Rs _____ /- (Rupees _____ Only) per sq. mts., of carpet area, per month of SAID UNIT area as may be demanded by the BUILDER/VENDOR, shall be payable to the BUILDER/VENDOR by the PURCHASER/UNIT HOLDER in one lump sum, for twelve months every year till the formation of

the society to meet the expenditure towards the upkeep of common amenities for the SAID UNIT.

- d) Rs. _____/- (Rupees _____ only) or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership of the ENTITY.
- e) Rs. _____/-(Rupees _____ only) towards the formation of the ENTITY and other incidental charges.
- f) The above amounts shall be paid by the PURCHASER/UNIT HOLDER to the BUILDER/ VENDOR, on or before taking possession of the SAID UNIT.
- g) The amounts so received by the BUILDER/VENDOR in terms of clause 10 shall be held by the BUILDER/ VENDOR only in representatives capacity, for a maximum period of 01(One) year from the date of obtaining occupancy certificates of **ESMERALDA**, extendible for further period at the sole discretion of the BUILDER/ VENDOR.
- h) If during the period mentioned in sub-clause(c) above, the ENTITY is formed, the deposit/membership amounts so held by the BUILDER/VENDOR, shall be paid by the BUILDER/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 amounts is not taken over by the ENTITY despite having been formed, the BUILDER/VENDOR shall open a fixed Deposit Account in any local branch of any Bank and deposit the same. 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.

- i) 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.
- j) If the BUILDER/ VENDOR and/or the ENTITY are of the opinion that the yield on amount as mentioned herein above is not going to be sufficient to meet the upkeep expenses, the BUILDER/VENDOR and/or the ENTITY is authorized to increase the aforesaid deposit with prior intimation to the PURCHASER/UNIT HOLDER and the PURCHASER/UNIT HOLDER shall pay the same within 15 days from the date of such intimation.

11. 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 **ESMERALDA** is exclusively that of the PURCHASER(s) /UNIT HOLDER(s) (including the PURCHASER/ UNIT HOLDER herein) of various units in **ESMERALDA** and/or of the ENTITY.
- b) Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASER has requested the BUILDER/ VENDOR to act on his 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:
 - (i) Common water charges;
 - (ii) Common electricity charges;
 - (iii) Lift Maintenance charges;
 - (iv) Remuneration of attendants and watchman;

- (v) Consumables for upkeep;
 - (vi) Such other amount as may be decided by the BUILDER/ 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 **ESMERALDA** are obtained, unless extended at the sole discretion of the BUILDER/ VENDOR.
- d) It is clearly agreed and understood by the PURCHASER/UNIT HOLDER that the BUILDER/ VENDOR responsibility during the above period shall be the payment of the above expenses only and the BUILDER/ VENDOR shall not be responsible for any accidents or thefts occurring within the precincts of **ESMERALDA**.

12. GENERAL:-

- a) The PURCHASER/UNIT HOLDER confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licences relating to the SAID UNITS.

The PURCHASER/UNIT HOLDER also confirm/s having taken physical inspection of the SAID PROPERTY and the plans of the SAID UNIT and satisfied themselves as to its size, area, location and dimensions.

- b) Provided it does not in any way affect or prejudice the right of the PURCHASER/UNIT HOLDER in respect of the SAID UNIT the BUILDER/ VENDOR shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the SAID PROPERTY and/or in the said building.
- c) The PURCHASER/UNIT HOLDER shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/ VENDOR may require from him from time to time in this behalf for safeguarding inter alia the interest of the VENDOR and the PURCHASER/UNIT HOLDER.

- d) The PURCHASER/UNIT HOLDER shall, on the date of signing the agreement, notify to the BUILDER/ VENDOR the address where any letters, reminders, notices, documents, papers etc. are to be served to him.

The PURCHASER/UNIT HOLDER shall also, from time to time notify any change in her address to the BUILDER/ VENDOR. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASER/UNIT HOLDER.

- e) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASER/UNIT HOLDER as stipulated in this Agreement, the floor area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the BUILDER/ VENDOR alone without any rebate to the PURCHASER/UNIT HOLDER
- f) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (Clauses) in this Agreement, or anything arising out of it, and/or about the performance of these presents or concerning any act or omission of other party to the dispute or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settled the dispute amicably , which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, there under.
- g) That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the time being in force and the courts in Panaji will have the jurisdiction for this Agreement.

13) The BUILDER/VENDOR has registered the Project ESMERALDA under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed there under with the Real Estate Regulatory Authority at No.....

14) The possession of the SAID UNIT/FLAT has not yet been handed over to the PURCHASER/UNIT HOLDER.

SCHEDULE – I

DESCRIPTION OF THE SAID PLOT

All that plot No. 16 admeasuring 750 m² comprising party in Sy. No. 52/1 and partly in Sy. No. 53/1 of Murda being a part of the property identified as ‘BAMONBATTa’ of Village Murda, situated at Murda, within the limits of Village Panchyat of Mercas, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa in the state of Goa, which property is described in the Land Registration Office of Ilhas under No. 12338 of Book B-32 (NEW) and is enrolled in the Taluka Revenue Office under Matriz No. 27.

The said Plot No. 16 is bounded as under:-

Towards the North :- 6 mts. Wide road.

Towards the South :- Plot No. 18 of the same whole Property.

Towards the East :- 3.0 mts. Wide Access.

Towards the West :- 8 mts. Wide road.

SCHEDULE -II

(Description of the Flat)

All that Unit No. _____ having a carpet up area approximately _____ sq.mts alongwith _____ sq.mts of exclusive carpet area of Balcony/Verandah/Passage is on the _____ Floor of Scheme

ESMERALDA, along with a car parking slot on ground floor and together with the undivided proportionate share in the land described in the Schedule I hereinabove mentioned.

SCHEDULE -III

MODE OF PAYMENT

(SUBJECT TO CLAUSE 2 AND CLAUSE 5 ABOVE)

1.	On booking and signing of this agreement.	Rs.00,00,000/-
2.	On Completion of Plinth	Rs. 0,00,000/-
3.	On completion of First Floor Slab	Rs. 0,00,000/-
4.	On completion of Second Floor Slab	Rs. 0,00,000/-
5.	On completion of Roof Slab	Rs. 0,00,000/-
6.	On completion of Laterite Masonary	Rs. 0,00, 000/-
7.	On completion of External Plaster	Rs. 00,00, 000/-
8.	On completion of Internal Plaster	Rs. 0,00, 000/-
9.	On completion t of Tiling	Rs. 0,00, 000/-
10.	On completion t of Painting	Rs. 0,00, 000/-
11.	On Handover	<u>Rs. 0,00,000/-</u>
Total		Rs. 00,00,000/-*

*Service Tax as applicable

Out of the amount of Rs.00,00,000/- (Rupees _____ Only) of the total consideration Rs. 0,00,000/- (Rupees _____ Only) shall be the component of the Earnest Money Deposits (EMD) as stipulated in clause 2(b) of the Agreement hereinabove.

SCHEDULE –IV
(Specifications)

The Structure:

It is a Reinforced Cement Concrete framed structure of columns, beams and slabs. The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement sand mortar . Internal plaster will be single coat of cement mortar.

Flooring:

The entire unit except the toilet flooring will be of vitrified tiles or equivalent. The flooring of the toilet is finished with ceramic tiles in floor, Dado is provided up to full height with glazed tiles.

Doors and Windows:

Main door will have teakwood frames or equivalent and teak shutters or equivalent and the internal door frames shall be of sal/ matti wood or equivalent and flush shutters. Windows frames and shutters will be of Powder coated aluminum sliding type or equivalent. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch. The toilet ventilators are in aluminium framed and glass louvered.

Kitchen:

The kitchen will have a cooking platform with black granite top. Stainless steel sinks with single bowl with 45 cms. The Dado above platform and sink is provided with glazed tiles upto 60cm ht. Jaquar, Hindware, Grohe or equivalent sink cock will be provided.

Internal Décor:

The walls & ceiling will be painted with 2 coats of oil-bounded distemper.

External Decor:

External walls will be painted with cement paint.

Water Supply:

Water is supplied to every unit through a common overhead tank provided which services all the units with a common electric pump and a common underground sump tank will be provided.

Plumbing and Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C of Cera, Hindware, grohe or equivalent will provided with be flushing system. The Sanitary installations will be in accordance with Panchayat specifications. One shower and one washbasin of Jaquar, Hindware, grohe or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed with Anchor, Finolex or equivalent wires & Roma or equivalent switches. 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, one AC 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. Balconies and service verandah if any will have one light point one bell point will be provided.

Elevators:

Elevator of reputed company will be provided.

General:

The Purchasers shall obtain his/her/their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the Purchaser. The Builders shall only provide the Purchaser 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.

EXTRA WORKS:

Further, after taking possession of the SAID APARTMENT, the PURCHASER/UNIT HOLDER without obtaining the requisite permission from the Planning & Development Authority or the Town & Country Planning

Department and the Village Panchayat Authorities, shall not be entitled to execute any additional work/s in the SAID APARTMENT by way of alterations, modifications or enclosures.

Further, even after obtaining such permission, the PURCHASER/UNIT HOLDER shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Units in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/noticed by the occupiers/owner of any other Apartments, then the PURCHASER/UNIT HOLDER shall be solely responsible and liable for the same and the PURCHASER/UNIT HOLDER shall rectify the same and if necessary, restore the shape of the structure as per the original approved plan. BUILDER/VENDOR shall not be liable to rectify or pay compensation but the BUILDER/VENDOR may offer services to rectify such defects with nominal charges. Further the PURCHASER/UNIT HOLDER shall indemnify the BUILDER/VENDOR if any of the other Unit Purchasers in the SAID BUILDING suffer damages to their Unit and claim compensation on account of alterations or modifications carried out by the PURCHASER/UNIT HOLDER of the SAID UNIT.

OTHER AMMENITIES:

The PURCHASER/UNIT HOLDER of the Units in the said complex shall use the other amenities by virtue of his/her having purchased a unit in **ESMERALDA**. The outgoing towards the maintenance of the premises and the amenities provided which include salary to staff both security and maintenance, running cost of the amenities provided and the water and electricity charges which would accrue for the common amenities will be paid from the maintenance charges collected for running of **ESMERALDA** from the membership share collected from the members on obtaining occupancy and once the Society is formed the same would be transferred as per the existing rules..

IN WITNESS WHEREOF the Parties hereto hereunto set and subscribed their respective hands the day, month and year first hereinabove.

SIGNED AND DELIVERED BY)
The within named BUILDER/ VENDOR)
M/S ESMERALDA DEVELOPERS)
Represented herein by its Partner
MR. JAGDISH BHOBE)

MR. JAGDISH BHOBE

Left hand finger prints

Right hand finger print

1.....

1.....

2.....

2.....

3.....

3.....

4.....

4.....

5.....

5.....

Right hand finger print

5..... 5.....

2.....