

## **AGREEMENT FOR SALE**

This Agreement is made on this 19<sup>th</sup> day of February, Two Thousand Eighteen at Vasco da Gama, Goa (19.02. 2018).

BY AND BETWEEN

1. **VRUNDA BUILDER**, a proprietorship concern of MR. VASANT V. NAIK, son of late Shri Vishnu Naik, aged about 44 years, businessman, married, PAN Card No. ADRPN3519R, Aadhar Card No. 2390 8363 5571 having his office at Shop No. 2, Karma Empress Building , Near KTC Bus Stand, Vasco da Gama, Goa hereinafter referred to as the "SELLER-CUM-DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs representatives, nominees, administrators and assigns) of the FIRST PART;

2

2., son of Mr. Baldev Saha, alias Baldeb Saha aged about 45 years, married, businessman, PAN Card No. AZRPS4777Q, Aadhar Card No. 6663 4908 6606, resident of Plot No. 36, Airport Road, Opposite Gate Gourmete Hotel, Alto Dabolim, Goa- 403801 hereinafter called as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, representatives, nominees, administrators and assigns) of the SECOND PART.

AND

**3. MR. LEONCIO FRANCISCO VICENT DE SOUZA alias LEVANCIO VINCENT FRANCISC D'SOUZA alias Levancio Vincent Francis D'souza Alias Leoncio Francisco Vicente De Souza**, son of Shri Andre Antonio Sebastiao de Souza, marine Engineer, aged about 54 years, PAN Card No. AAHPD2550P , Aadhar Card No. 7493 9788 4302 and his wife **3A. MRS. ZONUNTHARI D'SOUZA**, wife of Mr. Leoncio De Souza, aged about 54 years, housewife PAN Card No. AAHPZ0282A, Aadhar Card No. 6740 0158 8390, both resident of H. No. 182, Near M.P.T. Hospital, Vasco da Gama, Goa – 403 802 hereinafter referred as the "LAND OWNER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) the LAND OWNER are represented in this Agreement by their duly constituted Attorney the SELLER-CUM-DEVELOPER MR. VASANT V. NAIK, son of late Shri Vishnu Naik, aged about 44 years, businessman, married, PAN Card No. ADRPN3519R, having his office at Shop No. 2, Karma Empress Building , Near KTC Bus Stand, Vasco da Gama, Goa vide Power of Attorney dated 10.01.2017 duly registered before Sub Registrar of Mormugao under Register of Power of Attorney Document Registration Number MOR-BKPoA-00002 -2017 CD Number MORD 18 on dated 12.01.2017 of the THIRD PART;

All the above parties are Indian Nationals.

WHEREAS the LAND OWNER are absolute owner-n-possession of ALL THAT fully developed, sub-divided, independent and distinct plot identified under Plot 'B' admeasuring an area of 2015:00(Two Thousand Fifteen) square metres forming part of Survey under No. 42 sub division No. 7-A of Dabolim Village (herein after referred to as the "SAID PLOT") forming part of the Western portion of the larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres, which by itself is part and parcel of the larger property known as 'ZONTAULEM" situated at Dabolim,

within the limits of Village Panchayat of Chicalim, Taluka and Sub District of Mormugao, South Goa, Goa surveyed under Survey under No. 42 sub division No. 4, 6, and 7 of Dabolim Village described in the Land Registration Office at Salcete under No. 1216 at page 12 of Book B 4 new series and enrolled in the Land Revenue Office of Mormugao under Matriz No. 38 which is more particularly in SCHEDULE – I hereunder written and hereinafter referred to as the "SAID PROPERTY".

AND WHEREAS the aforesaid property belonged to Mr. Sadananda Pundolica Naique and Mrs. Kashi alias Manoramabai Sadanand Naik who vide Deed of Gift with Acceptance dated 26/12/1986 registered before the Sub registrar of Mormugao under No. 2 at pages 17 to 26 of Book No. I Volume No. 4 gifted the SAID PROPERTY to his two son being Mr. Naguesh Sadanand Naik and Mr. Chandrakant Sadanand Naik.

AND WHEREAS as per the aforesaid Deed of Gift it was stipulated that at the time of Partition, the Eastern half of the SAID PROPERTY would belong to Mr. Naguesh Sadanand Naik and Western half unto Mr. Chandrakant Sadanand Naik.

AND WHEREAS by virtue of Deed of Partition-Cum- Rectification dated 11.03.1991 registered before the sub-registrar of Mormugao under No. 109 at pages 505 to 522 Book No. I, Volume No.52 between the aforesaid Mr. Naguesh Sadanand Naik and Mr. Chandrakant Sadanand Naik whereby plots bearing Nos. 'A', 'B' and 'C' totally admeasuring 13050 square meters were allotted to Mr. Chandrakant Sadanand Naik which includes the aforesaid larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres was given separate survey No. being Survey no. 42/7A of Dablim Village.

AND WHEREAS Mr. Chandrakant Sadanand Naik alongwith his wife Mrs. Minakshi Chandrakant Naik sold the aforesaid larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres unto and in favour of the LAND OWNER vide Deed of Sale dated 16.03.2000 duly registered before Sub Registrar of Mormugao under No. 189 at pages 1 to 22 Book No. I Volume No. 284 dated 07.04.2000.

AND WHEREAS after the death of the LAND OWNER's wife, Mrs. Rona D' Souza, an Inventory Proceeding was initiated bearing No. 7/08/A in the Court of the Civil Judge Senior Division at Vasco and as per Chart of Partition



under item No. I being the aforesaid larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres including the SAID PLOT was allotted to the LAND OWNER.

AND WHEREAS accordingly the LAND OWNER obtained required permissions/licences/NOC from the competent authorities for the construction of row villa/units in the aforesaid larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres and obtained approval for such construction from the Town & Country Planning Department, Vasco vide its letter No. MPDA/9-S-54/06-07/2458 dated 22.03.2007, Technical Approval No. PWD1/IV/G 57/2226/2007-08 dated 10.04.2007 by PWD Vasco, new Development Permission bearing No. MPDA/9/-S-54/2016-17/1289 dated 23.12.2016 issued by Mormugao Planning and Development Authority Vasco, Renewed Construction License bearing No. VP/CHI/11/2016-17/49/2610 dated 02.01.2017 issued by Village of Chicalim, Sanad bearing No. AC-II/SG/CONV/82/2008 dated 03.08.2009 granted by the office of the Dy. Collector, SDO, Margao, Goa which includes the SAID PLOT marked under letter 'B'.

---

AND WHEREAS the LAND OWNERS had offered for sale, transfer and/or assignment of the SAID PLOT alongwith the assignment of all the permissions, licences, NOC's etc. pertaining to the development/construction in the SAID PLOT in favour of the SELLER-CUM-DEVELOPER for developing and selling of the units constructed therein consisting of Row Villas/flats for which the parties have entered into an Agreement dated 10.01.2017 registered under Book-1 Document Registration Number MOR-BK1-00061-2017 CD Number MORD18 dated 12.01.2017 upon the terms and conditions appearing therein.

AND WHEREAS the LAND OWNERS are the owners of the SAID PLOT who confirm, endorse the present Agreement.

AND WHEREAS accordingly the SELLER-CUM-DEVELOPER has taken on the development and/or construction in the SAID PLOT of the construction of residential/commercial building.



AND WHEREAS the PURCHASER have seen, verified and approved the specification of the building which specification are set out in detail in SCHEDULE - VI annexed to this Agreement, as also the plan of the SAID PREMISES which is attached hereto with its boundaries alienated in red and for the purpose of identification signed by the parties hereto.

AND WHEREAS the PURCHASER has demanded from the SELLER-CUM-DEVELOPER and accordingly have taken inspection of all the relevant and required documents of title in entirety as well as the proposed construction/development plan and after having duly verifying and scrutinizing the same and having been satisfied as to the title of the LAND OWNER to the SAID PLOT described in SCHEDULE-"I" hereto and also having satisfied that the SELLER-CUM-DEVELOPER alongwith the LAND OWNER is inter-alia entitled to agree to sell the units consisting of flats and other unit in the SAID PLOT described in the SCHEDULE - I hereto to anybody of his choice has approached the SELLER-CUM-DEVELOPER with an offer to purchase constructed units as under.

AND WHEREAS the LAND OWNER who is the owner of the SAID PLOT hereinabove who also confirm, approve and endorse this Agreement.

AND WHEREAS accordingly the PURCHASER has approached the SELLER-CUM-DEVELOPER, agreeing to finance the construction of ALL THAT one Flat identified under Flat No. SF- 5 admeasuring an area of 51.12 (Fifty One Point Twelve) square meters of super built-up area on the Second Floor, Block C in the building project known as "VALLEY SIDE HOMES" alongwith exclusive right to use one open parking slot/space and the aforesaid flat is better shown delineated in red boundary line in the plan annexed hereto and more particularly described in SCHEDULE – II hereunder written (which shall be hereinafter jointly referred as the "SAID FLAT") alongwith corresponding proportionate floor area/undivided share in the SAID PLOT which is more particularly described in SCHEDULE - I hereinafter written.

AND WHEREAS the SELLER-CUM-DEVELOPER has agreed to sell, convey SAID FLAT for total sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs only).

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed upon by and between the parties hereto as follows:-

1. The DEVELOPER shall, under normal conditions, construct and has agreed to sell, transfer, assign and convey the SAID PREMISES being ALL THAT one Flat identified under Flat No. SF-5 admeasuring an area of about 51.12 (Fifty One Point Twelve) square meters of super built-up area including the incidence of stair case, passage etc. on the Second Floor, Block C in the

building known as 'VALLEYSIDE HOMES' which is more particularly described in SCHEDULE - II hereinafter written and is better shown delineated in red boundary line in the plan annexed hereto along with corresponding proportionate undivided share in the SAID PLOT which are more particularly described in SCHEDULE - I hereinafter written as per the approved design and construction plan and in accordance with RCC drawings and calculations made by the DEVELOPER's Engineer and with such specifications and other details including quality and make of the materials to be used therefore and the amenities to be provided there at as are contained in SCHEDULE - IV hereto for a total cost of \_\_\_\_\_/- (Rupees Sixteen Lakhs only) which includes the amount for GST and corresponding undivided share in the SAID PLOT under the terms as appearing hereunder.

2. (a) The PURCHASER shall pay the said total cost of Rs. 18,00,000/- (Rupees Eighteen Lakhs only) along with proportionate and corresponding Service Tax, VAT, Stamp duty, registration, electricity connection charges, house tax, water connection charges, Swach bharat tax etc. as may be applicable, out of which the PURCHASER has paid on signing this agreement a sum of Rs. 4,00,000/- (Rupees Four Lakhs only) (the receipt whereof the DEVELOPER hereby admit and acknowledge) and the remaining installment shall be strictly paid as mentioned in SCHEDULE - III hereunder written. The PURCHASER agrees and undertakes to pay to the DEVELOPER all amounts under this agreement including but not limited to the sum stipulated in the SCHEDULE - III hereunder strictly on or before the prescribed due date/time thereto. The time of payment is the absolute essence of this agreement. In case the PURCHASER fail to make payment of any installment/s to the DEVELOPER as stipulated in SCHEDULE - III hereto, the DEVELOPER are entitled to send notice of maximum next 10 (ten) days to the PURCHASER for the payment of such dues and if the PURCHASER further fails to make the payment within such ten clear days from the date of posting such notice at the address of the PURCHASER as mentioned herein below, this agreement shall be automatically stands terminated/cancelled without any further act/deed of any nature whatsoever and that there shall be absolutely no lien/charge of any nature in/over the SAID PREMISES. The SELLER-CUM-DEVELOPER thereafter shall be absolutely free to enter into any agreement with any person of the SELLER-CUM-DEVELOPER's choice to sell, transfer and assign the SAID PREMISES along with the sale of corresponding undivided share in the SAID PLOT to any third party/buyers upon such terms as the SELLER-CUM-DEVELOPER may deem fit. As and when the SELLER-CUM-DEVELOPER receives the amount from the new purchaser/s or buyer/s, the SELLER-CUM-

DEVELOPER shall refund the amount they had received from the PURCHASER till then after deducting an amount of Rs. 1,00,000/- (besides taxes, cesses, levies and charges), being the total and agreed damage and such refund of the balance after deducting the aforesaid sum which shall not carry any interest or any other charges whatsoever and the PURCHASER shall not have any right and/or claim of any nature whatsoever against the SAID PREMISES, the undivided share in the SAID PLOT, this agreement, the SELLER-CUM-DEVELOPER and/or against the construction work made by the SELLER-CUM-DEVELOPER. The SELLER-CUM-DEVELOPER is free to demand signing and execution of cancellation document/s prior to such refund of the aforesaid amount upon cancellation/termination. However the SELLER-CUM-DEVELOPER at his entire discretion shall have the option without the prejudice to its other rights to suspend the construction work until the installment/s which has fallen in arrears has been paid together with interest thereon for delayed period at 18% per annum at monthly rests and consequently the period of completion of construction stands extended accordingly. It is hereby expressly agreed that as aforesaid, the time of payment of installment/s shall be the absolute essence of this agreement and any delay tolerated or indulgence shown in enforcing the terms of the agreement or any forbearance of giving time shall under no circumstances constitute as waiver unless specifically done in writing.

b) The SELLER-CUM-DEVELOPER shall intimate the completion of every step of construction work to the PURCHASER as per the installment appearing in SCHEDULE - III hereunder written and the PURCHASER shall have 07 clear days to effect payment of the consideration falling due for the payment since the time of payment of installments stipulated therein being the absolute essence of this contract.

c) The aforesaid sum of Rs. 18,00,000/- (Rupees Eighteen Lakhs only) which includes the fees of the said contractor, Architect and R.C.C. Consultant and also includes the amount for the sale/transfer/conveyance of corresponding proportionate undivided share in the SAID PLOT but however any levies, imposition, taxes, fees, etc. imposed by the competent/concerned authorities as may be applicable shall be exclusively borne and paid by the PURCHASER before taking over the possession thereof by the PURCHASER as per the terms herein contained.

d) Any development/betterment charges and/or deposits if demanded by or to be paid to any other competent Authorities including that for giving water, electricity connection to the SAID PREMISES and/or in the aforesaid project proposed to be constructed in the SAID PLOT shall be payable by all the unit



holders including the PURCHASER in the proportionate of the premises/units and such the amount shall be determined by the SELLER-CUM-DEVELOPER. The PURCHASER shall be bound to pay to the SELLER-CUM-DEVELOPER within seven days of demand such proportionate share, such charges, fees and/or deposits. The PURCHASER is also liable to pay before taking over the possession of the SAID PREMISES to the SELLER-CUM-DEVELOPER charges towards PWD Water meter deposit/electricity deposit/connection charges/transformer and cost of Electric Meter including infrastructure tax, labour tax, service tax, house tax, VAT, Cesses etc., as may be levied by competent/concerned authorities which shall be calculated on super built-up area of the respective units which shall be payable by the respective purchaser/buyers of such units including the PURCHASER.

e) Any additional taxes, charges or out goings levied by the any competent Authorities exclusively pertaining to the SAID PREMISES shall be borne and paid by the PURCHASER, from the date of occupancy certificate, irrespective of whether the PURCHASER has taken the possession thereof or not.

f) The SELLER-CUM-DEVELOPER shall carry on and complete construction of the building in accordance with the development permission and construction license of the competent authorities and with specifications as per SCHEDULE - IV hereunder written and as per instructions and under the supervision of Architect of the SELLER-CUM-DEVELOPER and the PURCHASER shall not change either the external elevation, look or in the specification, original construction plan, amenities/items or external paintings other than those undertaken by the SELLER-CUM-DEVELOPER and the PURCHASER shall obtain prior permission from the SELLER-CUM-DEVELOPER in writing including for the specific pattern/design of the external Grills to be affixed therein and only after such approval by the SELLER-CUM-DEVELOPER, the same shall be affixed by the PURCHASER at his/her own cost. Any failure on the part of the PURCHASER shall entitle the SELLER-CUM-DEVELOPER to remove any such affixation of any nature whatsoever and further the PURCHASER is bound to pay fine, damages and other charges being Rs. 10,000/- besides the cost incurred for such removal.

3. (a) Subject to the PURCHASER making full payment of all the amounts due by him under this agreement and subject to 'Force Majeure' and/or any other circumstances beyond the SELLER-CUM-DEVELOPER's control or for any unavoidable/unforeseen or inevitable circumstances, the SELLER-CUM-DEVELOPER shall complete the construction of the SAID PREMISES in all respects and ensure that the same is kept ready for occupation within a period of 24 months from the date of this agreement with extension of six



months.

(b) Within 10 days of the SELLER-CUM-DEVELOPER intimating about the possession of the SAID PREMISES to the PURCHASER, the PURCHASER shall be bound to take possession thereof after inspecting the same in all respects and having satisfied thereto as no any further grievance/claim/objection would be entertained thereafter. The SELLER-CUM-DEVELOPER shall not incur any liability if they are unable to deliver the possession of the SAID PREMISES by the date stipulated in clause 3 (a) above, if the completion of the scheme is delayed by reason of non-availability of material/s, labour and/or water supply, electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or non issue of occupancy certificate by the competent authority or for any other reason beyond the control of the SELLER-CUM-DEVELOPER, and in any of the aforesaid events the SELLER-CUM-DEVELOPER shall be entitled to reasonable additional extension of time of delivery of possession thereof.

(c) If for reasons other than the ones stipulated herein above and if the PURCHASER has not caused any breach of the terms of this agreement and that if the SELLER-CUM-DEVELOPER is unable to or fails to give possession of the SAID PREMISES to the PURCHASER within the date specified in clause 3 (a) above or clause 3 (b) above or within any further date or dates agreed to by and between the parties hereto, the PURCHASER has the option and permitted to give notice of his/her/their intention of canceling this agreement, then and in such case the SELLER-CUM-DEVELOPER shall, within eight weeks from the receipt of such notice, refund to the PURCHASER the amounts if any, that may have been received by the SELLER-CUM-DEVELOPER from the PURCHASER in respect of the SAID PREMISES, without any interest thereon after deducting an amount of Rs. 1,00,000/- as agreed administrative expense (besides taxes, cesses, levies and charges) and subject to signing and executing cancellation agreement, thereafter neither of the party shall have any other claim against the other in respect of the SAID PREMISES or arising out of this Agreement and the SELLER-CUM-DEVELOPER shall be at liberty to allot and dispose off the SAID PREMISES to any other person for such consideration and upon such terms and conditions as they may deem fit.

(d) The PURCHASER shall use the SAID PREMISES for the purpose which is permissible and abide by the prevailing laws, regulations, byelaws etc. as may be applicable and the PURCHASER will not carry out or conduct any activity in the SAID PREMISES which may cause annoyance or nuisance to other occupants of the building in which the SAID PREMISES is located.

(e) The PURCHASER shall from the date of possession maintain the SAID PREMISES, its walls, partitions, sewers, drains, pipes and appurtenances thereto, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything therein or thereto and/or common area which may be against the conditions or rules or bye-laws of the competent or any Authorities and shall attend to answer and will be responsible for all actions for violation of any such condition or rules or bye laws.

(f) The PURCHASER shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with possession of the SAID PREMISES until all the dues payable by him/her/them to the SELLER-CUM-DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASER has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASER obtains the previous consent in writing of the SELLER-CUM-DEVELOPER.

(g) The PURCHASER shall permit the SELLER-CUM-DEVELOPER and its Surveyors and Agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any part thereof to view and examine the state and condition thereof and the PURCHASER shall make good, within one month of the giving such notice in writing to the PURCHASER all defects, decay and want of repair and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping order and condition all services, drains, pipes structure or other conveniences belonging to or serving or use for the said project and also for the purpose of lying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purpose contemplated by this Agreement.

(h) In the event of any transfer of rights/interests of the PURCHASER accrued under this agreement prior to the conveyance/sale deed of the unit purchased by him/her under this agreement to any third party, the SELLER-CUM-DEVELOPER is entitled to charge administrative/processing charges for every such transfer/assignment, however permission for such transfer/assignment shall be permitted by the SELLER-CUM-DEVELOPER at his sole discretion.

4. (a). The possession of the SAID PREMISES shall be taken by the PURCHASER only after due inspection and fully satisfied about the workmanship and upon the PURCHASER taking possession of the SAID PREMISES, the PURCHASER shall have absolutely no any claim against and/or

in respect of any item/work in the SAID PREMISES which may be alleged not to have been carried out and/or completed. Cracks/dampness shall not be considered as defective work unless the architect of the SELLER-CUM-DEVELOPER opines otherwise. Similarly the SELLER-CUM-DEVELOPER shall not be responsible for colour/size variation in painting, flooring, tiles, glazed tiles or natural stones like marble granite any sanitary fittings etc.

(b) Upon taking the possession of the SAID PREMISES or commencing week after notice is given by the SELLER-CUM-DEVELOPER to the PURCHASER that the SAID PREMISES are ready for use and occupation, the PURCHASER shall be liable to pay:

- i) ALL THAT taxes and charges for electricity, water supply, Infrastructure taxes and other services and outgoings payable in respect of the SAID PREMISES and/or the project/s thereon in the SAID PLOT.
- ii) Outgoings for the maintenance and management of the building, common lights, common compound and open spaces, collection charges, charges and salaries of watchmen, sweepers and maintenance of accounts and administration of the said project in the SAID PLOT.
- ii) Insurance premium, if any

5. a) It is hereby agreed that the SELLER-CUM-DEVELOPER shall be entitled, empowered, authorized irrevocably and are hereby permitted to make such variations, changes, revision and/or alterations in the above plan or in the layout/elevation of the project including/garden, open spaces, set-back and/or varying the location, plan or the access to the building, as the exigencies of the situations and the circumstances of the case may require, as the SELLER-CUM-DEVELOPER may deem fit - as the PURCHASER is only, exclusively entitled to the SAID PREMISES without any other rights, title, interest of any nature whatsoever in the SAID PLOT and/or construction/s, structures, open space etc. thereon as the same entirely and exclusively belongs to the SELLER-CUM-DEVELOPER until its delivery of possession to such entities as SELLER-CUM-DEVELOPER deems fit and till such time the SELLER-CUM-DEVELOPER has sole and exclusive right to allot, sell, transfer, convey the same to such person/s as the SELLER-CUM-DEVELOPER in his absolute discretion deems fit. It is further agreed that the SELLER-CUM-DEVELOPER shall be entitled to amalgamate, revise with one or more adjoining property and also to grant or to obtain access or right of way to or from such adjoining properties and/or to carry on such development/construction therein and/or use its Floor Area Ratio to the construction in other adjoining plots so as to use, utilize the SAID PLOT effectively in the best possible manner at the discretion of the SELLER-CUM-DEVELOPER. This provision shall be considered as consent in writing of the PURCHASER as required by law.

(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 shall be liable to pay to the SELLER-CUM-DEVELOPER for such extra area, calculated at the ratio stipulated in the present agreement. Similarly if the built up area of the SAID PREMISES is decreased, the SELLER-CUM-DEVELOPER shall be liable to refund to the PURCHASER the amount, corresponding to the differential area calculated at the rate stipulated in present agreement.

6. a) The SELLER-CUM-DEVELOPER only shall assists the PURCHASERS and the other flat/premises/garage holder in forming a Co-operative Housing Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT and/or constructions therein.

b) It shall be entirely at the discretion of the SELLER-CUM-DEVELOPER to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

c) Whenever the SELLER-CUM-DEVELOPER takes a decision in this matter, the PURCHASER and other Holders of the project/units shall be bound to sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PLOT and/or the aforesaid flat, as the case may be.

d) The PURCHASER and the persons to whom the SAID PREMISES is let, sublet, 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 governed by the laws which may be applicable to the ENTITY.

e) The PURCHASER hereby agree/s and undertake/s to be a member of the ENTITY to be formed in the manner therein appearing and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose necessary, for the formation and the registration of the ENTITY and return to the SELLER-CUM-DEVELOPER the same within 10 (ten) days of same being intimated by the SELLER-CUM-DEVELOPER to the PURCHASER.

f) The PURCHASER shall be bound 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 constructions made in the SAID PLOT and of the other premises holders in the said project constructed/proposed to be constructed in the SAID PLOT.

g) The SELLER-CUM-DEVELOPER shall be under absolute and total control of all those premises, structures, open space, constructions, terraces etc. in building/s construction made in the SAID PLOT as the PURCHASER has been sold exclusive and only right to the SAID PREMISES and the SELLER-CUM-DEVELOPER at its discretion may sell, transfer, allot such structures, terraces, open space etc. to such persons as SELLER-CUM-DEVELOPER deems fit upon such condition. Should the SELLER-CUM-DEVELOPER decide to retain any portion/structures/open space in the SAID PLOT; it shall join the ENTITY along with the other holders.

h) All papers pertaining to the formation of the ENTITY and/or the rules and regulations thereof as also all the necessary deed/deed of conveyance shall be prepared by the Advocate of the SELLER-CUM-DEVELOPER.

i) All cost, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance or for the formation of the ENTITY shall be borne by the PURCHASER proportionately along with other purchaser/buyer of units in the project or by the PURCHASER himself individually as the case may be, as may be decided by the SELLER-CUM-DEVELOPER.

h) Till such ENTITY as referred hereinabove is formed, the PURCHASER shall be bound to pay to the SELLER-CUM-DEVELOPER at such period and intervals all sums and/or charges for the purpose of maintenance, management etc. of the various infrastructures – including water supply, common lighting, salaries, wages, charges, expenses etc. and/or for the purpose of payment of taxes and outgoings thereof. At the time of the offering possession of the SAID PREMISES to the PURCHASER, the PURCHASER shall deposit with the SELLER-CUM-DEVELOPER a sum of Rs. 25,000/- as deposit towards the formation, registration and maintenance of the said ENTITY and towards the maintenance and management of the various infrastructure like water supply, common lighting, etc. which shall not carry an interest. The PURCHASER further agrees and undertakes to deposit with the SELLER-CUM-DEVELOPER such additional amounts as may be determined by the SELLER-CUM-DEVELOPER from time to time for the purpose aforesaid. The said sum deposited or to be thereafter deposited shall not bear any interest and the balance, if any, of the said sum after deducting there from the cost, charges, expenses, etc., incurred by the SELLER-CUM-DEVELOPER shall be transferred to the SAID ENTITY.

7. a) Nothing contained in these presents is intended to be and shall be construed to be grant, demise or assignment in law of the aforesaid flat or the undivided share in the SAID PLOT or any part thereof.

b) In the event the ENTITY cannot be formed for any reason or the

conveyance cannot be executed in the name of the ENTITY, the SELLER-CUM-DEVELOPER shall get executed the Conveyance of the undivided portions of the SAID PLOT from the SELLER-CUM-DEVELOPER along with the units in the names of all the Holder/buyer in proportion to the built up area owned by each of them in the said project constructed in the SAID PLOTS and/or such revised unit/project upon its completion as a whole.

8. The PURCHASER has absolutely no claim, right of any nature whatsoever other than in respect of exclusively and only the SAID PREMISES agreed to be purchased by him/her. The open spaces, unallotted space, terrace, unused or balance Floor Area Ratio etc. shall and will remain exclusively the property and right of the SELLER-CUM-DEVELOPER and the SELLER-CUM-DEVELOPER is free to deal with the same without any interference, objection from the PURCHASER or any such entity of any nature whatsoever, till the SAID PREMISES is transferred to the SAID ENTITY (except the right of the PURCHASER under this Agreement being exclusively the SAID PREMISES), the PURCHASER shall have absolutely no right over the same. It is expressly agreed that the SELLER-CUM-DEVELOPER has liberty to sell, assign, transfer or otherwise deal with such rights, title and interest, structures, constructions including the open spaces and unallotted space, terrace etc. in the SAID PLOT at such terms, prices and conditions as the SELLER-CUM-DEVELOPER may deem fit and proper at his/her entire discretion and the PURCHASER shall in no way obstruct, interfere, object thereof including the construction of the further project in the SAID PLOT.

9. The SELLER-CUM-DEVELOPER shall have the first lien and paramount charge on the SAID PREMISES agreed to be acquired by the PURCHASER under this Agreement.

10. All inspections by the PURCHASER when the construction work is in progress shall be at the entire risk of the PURCHASER and the SELLER-CUM-DEVELOPER shall not be liable in any manner in case of any such injury to the PURCHASER or any person on his behalf.

11. The PURCHASER shall on the date of signing the agreement notify to the SELLER-CUM-DEVELOPER the address as below, wherein any letters, reminders, notices, documents, papers etc., are to be served to him/her. The PURCHASER shall also, from time to time notify any change in the address to the SELLER-CUM-DEVELOPER.

Any letter, reminders, notices, documents, papers etc. 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 lawfully served to the PURCHASER.



## ADDRESS OF THE PURCHASER

Mr. Dilip Saha,  
r/o Flat No. 36,  
Airport Road,  
Opposite Gate Gourmete Hotel,  
Alto Dabolim, Goa- 403801

12. a) If at any time prior or thereafter to/upon the execution of the Deed of Conveyance and handing over the respective units/premises as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PLOT are increased, such increase/benefits, privileges shall ensure for the benefit of the SELLER-CUM-DEVELOPER alone without any rebate/right to the PURCHASER.

b) The PURCHASER hereby declares to the SELLER-CUM-DEVELOPER that he/she is the resident of India. In case however, at any further date they became non-resident Indian, as per Foreign Exchange Management Act, they will make the payments due under this Agreement through his/her own resident external account or non-resident ordinary account with any Bank in India and shall comply with necessary rules applicable for the same.

13. 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 of 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 Arbitration and Conciliation Act, 1996.

14. The possession of the SAID PREMISES has not been delivered and the sale/conveyance of the same shall be by appropriate documents under the terms stated hereinabove.

## **SCHEDULE – I**

ALL THAT fully developed, sub-divided, independent and distinct plot identified under Plot 'B' admeasuring an area of 2015:00(Two Thousand Fifteen) square metres forming part of Survey under No. 42 sub division No. 7-A of Dabolim Village (herein after referred to as the "SAID PLOT") forming part of the Western portion of the larger property admeasuring an area of 12,400.00 (Twelve Thousand Four Hundred) square metres, which by itself is part and parcel of the larger property known as 'ZONTAULEM" situated at Dabolim, within the limits of Village Panchayat of Chicalim, Taluka and Sub District of Mormugao, South Goa, Goa surveyed under Survey under No. 42 sub division No. 4, 6, and 7 of Dabolim Village described in the Land



Registration Office at Salcete under No. 1216 at page 12 of Book B 4 new series and enrolled in the Land Revenue Office of Mormugao under Matriz No. 38 and the aforesaid plot 'B' is bounded as under:

On the North: By Survey No. 42/7-A (P) of Village of Chicalim

On the South: By Survey No. 42/7-A (P) of Village of Chicalim

On the East: By Survey No. 42/7 of Village of Chicalim

On the West: By Nallah

### **SCHEDULE – II**

ALL THAT flat identified under No. SF-5 on the Second floor, in the building known as "VALLEYSIDE HOMES" situated at Matvem Dabolim, alongwith one opens space parking and proportionate undivided share and constructed in the SAID PLOT which is more particularly in SCHEDULE – I, and the aforesaid flat is better shown delineated in red colour boundary line in the Plan annexed hereto and bounded as under:

On the North: By Staircase

On the South: By 4mtr Access

On the East: By Flat No. SF-3

On the West: By Flat No. SF-4

### **SCHEDULE-III**

#### **PAYMENT SCHEDULE**

Sr. No.	Detail	Amount
01	On signing of the Agreement	
02	On Completion of parking Slab	
03	On Completion of first Slab	



04	On Completion of second Slab	
05	On Completion of Roof Slab	
06	On Completion of Masonry work	
07	On Completion of internal Plastering work	
08	On Completion of external Plastering work	
09	On Completion of plumbing & tiles	
10	On Completion of painting work	
11	On completion of Door & window work	
11	On Handing Over Possession	
	<u>Total</u>	

## **SCHEDULE-IV**

### **Building Specification**

STRUCTURE: RCC framed structure

MASONRY: External masonry of laterite stones and/or cement concrete blocks and internal masonry of fly ash/Khanapur bricks and/or cement concrete blocks

PLASTER: The columns, beams, slabs and masonry shall be plastered with cement plaster

DOOR FRAMES: Main door frame shall be good quality teakwood, internal door frame shall be of white salwood. Wooden frames finished in French hand polish.

DOOR SHUTTERS: Main door of good quality teakwood. Internal doors of good quality marine flush doors. Toilet doors of FRP of good quality. Wooden shutters finished in French hand polish and fiber-glass shutters shall be painted.

WINDOWS: Windows shall be track powder-coated aluminum frame with sliding shutters. Ventilators in toilet/bath shall also be similar aluminum frame. MS grills shall be provided for all windows and ventilators in standard design.

FLOORING: The flooring in entire apartment shall be of vitrified tiles of reputed brand. The flooring of toilet and bathroom shall be of non skid ceramic tiles and wall cladding in glazed ceramic tiles of reputed brand.

SANITARY-WARE and BATH FITTINGS: Ceramic European WC or Indian Pan with ceramic wash basin of reputed brand in pastel shades. Concealed plumbing with necessary reputed brand plumbing fixtures.

KITCHEN: Kitchen platform top of black granite with SS single Bowl Kitchen sink with drain board. Light colour glazed ceramic tiles dodo above kitchen platform and between overhead cabinets.

ELECTRICALS: Independent 3-phase electrical meter and wiring in concealed conduits.



**PAINTING :** All external walls with cement based premium exterior paint of approved brand. Internal with one coat of cement primer and lambi. Final painting of all wall surfaces in two coats of pastel colour acrylic distemper of required brand. Ceilings finished in white acrylic distemper.

**WATER SUPPLY, PLUMBING & DRAINAGE:** Water supply shall be provided by PWD of Borewell/Well with Sump and overhead tank. All plumbing water lines shall be provided in threaded pipes of reputed brand. Rain water and sewerage drainage shall be provided.

**EXTRA WORK:** Any extra work executed by the SELLER-CUM-DEVELOPER at the request of the PURCHASER shall entitle the SELLER-CUM-DEVELOPER to receive from the PURCHASER such prices as per the prevailing market rate for such work and the decision of the Architect of the SELLER-CUM-DEVELOPER in this regard shall be final and binding

**Note:** This Agreement's stamp paper and registration charges shall be borne by the PURCHASER.

**IN WITNESS WHEREOF** the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first hereinabove written.

**SIGNED, SEALED AND DELIVERED**  
by the within named \_\_\_\_\_  
**SELLER-CUM-DEVELOPER**  
**MR. VASANT V. NAIK self as**  
**Proprietor of VRUNDA CONSTRUCTION**

--	--	--	--	--

LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS



SIGNED,SEALED AND DELIVERED  
by the within named  
PURCHASER  
MR. DILIP SAHA

\_\_\_\_\_

--	--	--	--	--

LEFT HAND FINGER PRINTS

--	--	--	--	--

RIGHT HAND FINGER PRINTS

WITNESSES:-

1. \_\_\_\_\_



2. \_\_\_\_\_