

AGREEMENT FOR SALE

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

BETWEEN

(1) M/s. Vision Dempo Hospitality And Estates Private Limited, a Company incorporated under Part IX of the Companies Act, 1956 (No.1 of 1956) having PAN Card No.AAECV0665P, formerly known as M/s. Vision Enterprises, having its office at Vision House, H.no.179/C-1, Bairo Alto Dos Pilotos, Jose Falcao Road, Panaji Goa, herein represented by Mr. Rajesh S. Dempo, Son of Mr. Soiru Dempo, aged 40 yrs, married, Managing Director, 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) _____, son of _____, aged __ years, unmarried/married, _____ occupation, holding PAN Card No. _____, Adhar Card No. _____, email id: _____, and
- (3) _____ wife of _____, aged ____years, married, Occupation, holding PAN Card No. _____, Adhar Card No. _____, email id: _____ both residents of _____, hereinafter referred to as the “PURCHASERS/UNIT HOLDERS” (which expression shall include unless repugnant to the context or meaning thereof deem to mean and include his heirs, nominees, assignees, executors, administrators and legal representatives) of the SECOND PART.

All the parties herein being are Indian Nationals.

WHEREAS the BUILDER/VENDOR herein has signed the Agreement but is represented in the Office of Sub Registrar Bardez by the constituted attorney, Lt. Col. (Retd.) K. F. D’Lima, age 60 years, son of Late. Brig.(Retd.) K.F. D’Lima, married, Senior General Manager Corporate Affairs, residing at Porvorim, Bardez-Goa vide Power of Attorney dated 12/03/2014 executed before the Office of Sub Registrar at Panaji under No. PNJ-BK4-00020-2014 CDNo.PNJD28 on 12/03/2014 to present the said Agreement.

AND WHEREAS there exists a Plot of land admeasuring 17,900sq.mts., being a part of Sy.no.289/0 of Village Carambolim identified as ‘**CUMBIACHI GALLI**’ situated at Carambolim, within the limits of Village Panchayat of Carambolim, Taluka Tiswadi and Registration Sub-District Ilhas, District North Goa in the State of Goa, hereinafter referred to as the SAID PROPERTY and is described in detail in the Schedule I hereunder.

AND WHEREAS the SAID PROPERTY bearing Sy.no.289/0 belongs to Shri. Suresh Vishwanath Parulekar as having purchased the same under a Deed of Sale dated 06-07-2006; which Deed is duly registered under No.2044 at pages 278 to 389 of book I Vol.1670 dated 07/08/2006 in the Office of Sub-Registrar Ilhas.

AND WHEREAS on 29-11-2007 Addl. Collector North Goa issued Sanad under no. RB/CNV/TIS/55/2007 for conversion of the said property; which was renewed under no.RB/CNV/TIS/55/2007 on 24-11-2008 by the Add. Collector North Goa.

AND WHEREAS the Office of the North Goa Town & Planning Department, Panaji, Tiswadi Goa has issued an Order for Development Permission/ Clearance order no. TIS/5056/CAR/TCP/11/920 dated 09/06/2011 & further renewed vide No. TIS/8709/CAR/TCP/2017/19 dated 05/01/2017 in the name of M/s. Vision Dempo Hospitality And Estates Private Limited

AND WHEREAS on 30-11-2011 Village Panchayat Carambolim issued construction Licence under No. VP/CAR/2011-2012/793 for construction of Group Housing Scheme in Plot GH-1 in Sy.no.289/0 of Village Carambolim; which Licence was renewed under No. VP/CAR/71/2014-15/976 on 17-11-2014 for three years upto 01-12-2017 and further renewed under No. VP/CAR/61/2016-17 on 12-05-17 for three years by the Village Panchayat Carambolim.

AND WHEREAS on 28-8-2014 Shri. Suresh Vishwanath Parulekar with his wife Smt. Manda Suresh Parulekar entered into an Agreement for Development and Sale with M/s. Vision Dempo Hospitality And Estates Private Limited for development of the Plot identified as GH-1 admeasuring 17,900sq.mts., on the SAID PROPERTY on the terms and conditions stipulated therein; which Agreement is registered under Book I Doc.Reg.No.PNJ-BK1-01915-2014, CD No.PNJD32 dated 04/09/2014 in the Office of Sub-Registrar Ilhas.

AND WHEREAS on 01/12/2015 Shri. Suresh Vishwanath Parulekar with his wife Smt. Manda Suresh Parulekar entered Executed the Deed of Sale with M/s. Vision Dempo Hospitality and Estates Private Limited for the Sale of the Plot identified as GH-1 admeasuring 17,900sq.mts., on the SAID PROPERTY; which Deed is registered under Book I Doc.Reg.No.PNJ-BK1-02952-2015, CD No.PNJD44 dated 01/12/2015 in the Office of Sub-Registrar Ilhas.

AND WHEREAS the BUILDER/ VENDOR, accordingly, is carrying out the construction of a Complex comprising 12 buildings, having stilts and 4 upper floors identified as **VISION DREAM CITY** in the SAID PROPERTY.

NOW THIS AGREEMENT WITNESSETH:-

1) PREMISES :

- a) The BUILDER/ VENDOR shall, under normal conditions, construct in the said Complex identified as **VISION DREAM CITY** comprising of the said unit/flat having a Carpet area of _____sq.mts_ excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the SAID FLAT for exclusive use of the ALLOTTEE but includes the area covered by the internal partition walls of the SAID FLAT on the _____ Floor of Block ___ of Phase II of Complex **VISION DREAM CITY** and having a Built-up _____sq.mts described in detail in the Schedule II along with a car park; hereafter written and shall hereinafter be referred to as SAID UNIT.

- b) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE 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 PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- c) 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._____ 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._____ includes the cost of the Undivided Share of the said Plot of land proportionate to the built up area of the SAID UNIT.
- c) If the PURCHASER/UNIT HOLDER commits 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 PURCHASER/UNIT HOLDER the amounts, if any, which may have till then been paid by the PURCHASER/UNIT HOLDER to the BUILDER/VENDOR , after forfeiting an EMD component of Rs._____ (10%) 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 PURCHASER/UNIT HOLDER 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 PURCHASER/UNIT HOLDER 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 HOLDER 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 or extra items, if required by the PURCHASER/UNIT HOLDER will be accepted at the sole discretion of the BUILDER/VENDOR, in writing from the PURCHASER/UNIT HOLDER cost of which shall be paid extra by PURCHASER/UNIT HOLDER, 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 abide by the time schedule for completing the project and handing over the Said Flat to the PURCHASER/UNIT HOLDER and the common areas to the association of the PURCHASER/UNIT HOLDER s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER/UNIT HOLDER s have paid all the consideration and other sums due and payable to the BUILDER/VENDOR as per the agreement. Similarly, the PURCHASER/UNIT HOLDER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/VENDOR

b) The BUILDER/VENDOR shall give possession of the SAID FLAT to the PURCHASER/UNIT HOLDER on or before..... day of20..... with extension of 12 months If the BUILDER/VENDOR fails or neglects to give possession of the SAID FLAT to the PURCHASER/UNIT HOLDER on account of reasons beyond his control and of his agents by the aforesaid date then the BUILDER/VENDOR shall be liable on demand to refund to the PURCHASER/UNIT HOLDER the amounts already received by him in respect of the SAID FLAT with interest as specified in the Rules from the date the BUILDER/VENDOR received the sum till the date the amounts and interest thereon is repaid

Provided that the BUILDER/VENDOR shall be entitled to reasonable extension of time for giving delivery of SAID FLAT on the aforesaid date, if the completion of building in which the SAID FLAT is to be situated is delayed on account of

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the BUILDER/VENDOR; or

Strikes or agitation by the workers, employees or laborers of the BUILDER/VENDOR or the contractors or suppliers; or

Government seizures of the equipment and/or plant of the building

Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the BUILDER/VENDOR.

Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign

enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

The BUILDER/VENDOR shall, wherever it is necessary, intimate the authority in this regard.

The BUILDER/VENDOR shall not be liable to pay any compensation to the PURCHASER/UNIT HOLDER for delay on any account of the abovementioned reasons & or situations or conditions.

- c) The BUILDER/VENDOR shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the PURCHASER/UNIT HOLDER and the PURCHASER/UNIT HOLDER shall, within 30 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 PURCHASER/UNIT HOLDER delay/s the taking delivery of the SAID UNIT.
- d) 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.
- e) The PURCHASER/UNIT HOLDER shall use the SAID UNIT only for the purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The PURCHASER/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 Complex.
- f) The PURCHASER/UNIT HOLDER shall, from the date of possession, maintain the SAID UNIT 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 UNIT and/or common passages, or

the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. The PURCHASER/UNIT HOLDER along with other PURCHASER/UNIT HOLDER in the said complex 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 to the said complex

- g) The PURCHASER/UNIT HOLDER shall not let, sub-let, sell, transfer, assign or part with the interest under or benefit of the Agreement or part with delivery of the SAID UNIT until all the dues payable by her to the BUILDER/VENDOR under this Agreement are fully paid up and that too only if the PURCHASER/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 he obtain/s the previous consent in writing of the BUILDER/ VENDOR.

5) DEFECTS:-

- a) If within a period of five years from the date of handing over the SAID FLAT to the PURCHASER/UNIT HOLDER, the PURCHASER/UNIT HOLDER brings to the notice of the BUILDER/ VENDOR any structural defect in the SAID FLAT or the building in which the SAID FLAT are situated or any defects on account of workmanship, quality or provision of service, then, (excluding wear and tear and misuse) wherever possible such defects (unless caused by or attributable to the PURCHASER/UNIT HOLDER) shall be rectified by the BUILDER/ VENDOR 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 FLAT after taking possession, and has made internal/external changes on the unit or in the materials used therein, resulting in cracks and dampness or any other defect within or to the adjoining SAID FLATs/s, then in such an event the BUILDER/ VENDOR shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. Similarly the BUILDER/VENDOR shall not be

responsible for colour/size variations in paintings, flooring tiles, glazed tiles, any natural stones, like marble, granite any sanitary fittings, etc.

- b) In case of the second sale of the SAID UNIT (whether such sale is after one year or within one year) by the PURCHASER/UNIT HOLDER after taking delivery/possession of the SAID UNIT by the PURCHASER/UNIT HOLDER BUILDER/ VENDOR shall not be liable for any claim of defect.

6) OUTGOINGS:-

- a) Infrastructure tax of built up area, or any development/ betterment charges GST or deposits if demanded by or to be paid to the Village Panchayat Carambolim any other Competent Authority incidental to the SAID UNIT shall be payable by the PURCHASER/UNIT HOLDER in the manner to be determined by the BUILDER/VENDOR. The PURCHASER/UNIT HOLDER agree/s to pay to the BUILDER/VENDOR within seven days of demand, such share of the PURCHASER/UNIT HOLDER of such charges or deposit.
- b) Any levy or tax of any nature, including but not limited to VAT (value Added Tax), Sales Tax and GST, if levied or becomes payable by the BUILDER/ VENDOR or on the project **VISION DREAM CITY** or on individual Flats in **VISION DREAM CITY** 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, notwithstanding the fact that the SAID UNIT, at that point of time, may have already been transferred unto the PURCHASER/UNIT HOLDER or its possession handed over to the PURCHASER/UNIT HOLDER.
- c) Any taxes, charges or outgoings levied by the Village Panchayat Carambolim or any other Competent Authority exclusively pertaining to the SAID UNIT shall be borne by the PURCHASER/UNIT HOLDER, from the date of Occupancy Certificate, irrespective of whether the PURCHASER/UNIT HOLDER has/have taken the possession of the SAID UNIT or not.

7. VARIATIONS IN PLANS:-

- (a) It is hereby agreed that the BUILDER/VENDOR shall be entitled and are hereby permitted to make such variation and alterations in the building plans 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 building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the BUILDER/VENDOR shall be entitled to sub divide the SAID PROPERTY into smaller portions or to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to form such subdivided portions of the SAID PROPERTY, if any. If and when construction comes up in such properties adjoining the SAID PROPERTY, the same shall, at the discretion of the BUILDER/VENDOR, either form part of **VISION DREAM CITY** or shall be a distinct project not connected with **VISION DREAM CITY**. The BUILDER/VENDOR hereby gives his express consent to the above and it shall be considered as consent in writing of the BUILDER/VENDOR required by law.
- (b) All plans for the said **VISION DREAM CITY** have been prepared and approval(s)/construction licence(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the BUILDER/VENDOR are expressly entitled to revise the plans/ approvals(s)/ construction licence (s) based on actual site conditions, which shall be constructed as final for all purposes.
- (c) In the event the BUILDER/VENDOR is required to permit the owner/s of any of the adjoining property/properties, the use of any portion of the SAID PROPERTY by way of right of way or by way of right of use, the BUILDER/ VENDOR shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the F.A.R (floor area ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the BUILDER/ VENDOR i.e. for the purpose of the built up area of **VISION DREAM CITY**.
- (d) The BUILDER/ VENDOR shall be entitled to unilaterally revise the plans and/or specifications relating to (i) The exterior of **VISION DREAM CITY** (ii) All common structures/ areas/ amenities in and around **VISION DREAM CITY** including adding/ modifying/ deleting/ relocating any such structures /areas /amenities till the final submission of plans for approval and grant of occupancy certificate.

8. FORMATION OF ENTITY:

- a. The BUILDER/ VENDOR shall assist the PURCHASER/UNIT HOLDERS of the said complex of VISION **DREAM CITY** 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 Complex of **VISION DREAM CITY** 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 Complex after completion of Phase I and the PURCHASER/UNIT HOLDER of other Phases shall be co-opted as members of the same Society.
- 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 **VISION DREAM CITY**.
- h. The BUILDER/VENDOR shall be in absolute control of those units in **VISION DREAM CITY**, which remains unsold. Should the BUILDER/ VENDOR decide to retain any portion in **VISION DREAM CITY** 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 UNIT 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 **VISION DREAM CITY** is constructed, proportionate to the built up 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) (i) 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.
- (ii) Rs. 50,000 /- (Rupees Fifty Thousand only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards the upkeep of common amenities, in the manner stated in clause 10 hereafter.
- (iii) Maintenance Charges at Rs 20 /-(Rupees Twenty Only) per sq. mts., of built up 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.
- (iv) Rs. 510/- (Rupees Five Hundred Ten only) or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership of the ENTITY.
- (v) Rs.5000/- (Rupees Five Thousand only) towards the formation of the ENTITY and other incidental charges.
- (b) The above amounts shall be paid by the PURCHASER/UNIT HOLDER to the BUILDER/ VENDOR, on or before taking possession of the SAID UNIT.
- (c) 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 for all the building blocks of **VISION DREAM CITY**, extendible for further period at the sole discretion of the BUILDER/ VENDOR.

- (d) 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 take 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.
- (e) 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.
- (f) 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 **VISION DREAM CITY** is exclusively that of the

PURCHASER(s) /UNIT HOLDER(s) (including the PURCHASER/ UNIT HOLDER herein) of various units in **VISION DREAM CITY** 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:
- Common water charges;
 - Common electricity charges;
 - Lift Maintenance charges;
 - Remuneration of attendants and watchman;
 - Consumables for upkeep;
 - 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 **VISION DREAM CITY** 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 **VISION DREAM CITY**.

12. USE OF CERTAIN FACILITIES:

- (a) The PURCHASER/UNIT HOLDER along with all other PURCHASERS/UNIT HOLDERS of the entire complex **VISION DREAM CITY** of Phase I, II, III shall be entitled to use all the amenities and recreational facilities, provided by the BUILDER/ VENDOR in each phase. However all the members of the society shall be entitled to use all the amenities and facilities irrespective of they being PURCHASER/UNIT HOLDER in any phase and such use shall be at the sole responsibility and risk of the PURCHASER/UNIT HOLDER or his family

members and he shall abide by the rules and regulation framed by the BUILDER/ VENDOR or the Society for this purpose.

13 .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 her from time to time in this behalf for safeguarding interalia 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) All disputes which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and/or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or, in relation to any matter whatever concerning this Agreement shall be referred to arbitration in accordance with the Provisions of Indian Arbitration and Conciliation Act, 1996.
- g) The possession of the SAID UNIT will be handed over to the PURCHASER/UNIT HOLDER after executing proper deed of conveyance.

SCHEDULE -I
(Description of the SAID PROPERTY)

All that part and parcel of land admeasuring 17,900sq.mts., identified as GH-1 being a part of Sy.no.289/0 admeasuring 310375sq.mts., of Village Carambolim identified as ‘**CUMBIACHI GALLI**’ situated at Carambolim, within the limits of Village Panchayat of Carambolim, Taluka Tiswadi and Registration Sub-District Ilhas, District North Goa in the State of Goa, which property is described in the Office of Land Registrar of Ilhas under no.2307 of Book B-27 (Old) and not enrolled in the Taluka Revenue Office.

The SAID PROPERTY is bounded as under:-

Towards the North:- By remaining part of the Property.

Towards the South:- By part of the property and 8 mts., wide proposed road
beyond which lies remaining part of the Property.

Towards the East :- By 6 mts. proposed road beyond which lies Plot kept for
proposed construction of 16 Villas and remaining part of
the Property.

Towards the West: - By the boundary of Village Goalim-Moula.

SCHEDULE -II
(Description of the Flat)

All that Unit No. _____ having a built up area of _____ sq.mts (including the incidence of common area such as staircases and lifts) and the Corresponding Carpet area being _____sq.mts. on the _____ Floor of Block _____ of Phase I of Complex **VISION DREAM CITY**, along with a car parking slot 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. /-
2. On Commencement of Roof Slab	Rs. /-
3. On Commencement of Masonary	Rs. /-
4. On Commencement of External Plaster	Rs. /-
5. On Commencement of Internal Plaster	Rs. /-
6. On Commencement of Tiling	Rs. /-
7. On Commencement of Painting	Rs. /-
8. On Handing over	Rs. /-
	=====
Total	Rs. _____/-*

*GST as applicable
Out of the amount of Rs. _____ of the total consideration Rs. _____ (10%) shall be the component of the Earnest Money Deposits (EMD) as stipulated in clause 2(b) of the Agreement hereinabove.

MODE OF PAYMENT FOR EXTRA WORKS:
Extra work if possible will be executed by the **VENDOR** only after the amount corresponding to the cost of extra works is agreed to be payable by the **PURCHASERS** **AND THE AMOUNT IS PAID IN ADVANCE**. The estimate for the extra work, if any, prepared by the **VENDOR** shall be final and binding.

SCHEDULE -IV

(Specifications)

The Structure:

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

Plaster:

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

Flooring:

The entire unit except the toilet flooring will be of vitrified tiles or of equivalent tiles (Basic rate of the tiles will be Rs. 400.00 per sq mts) The flooring of the toilet will be finished with anti skid ceramic tiles (Basic rate of the anti skid ceramic tiles is Rs 300.00 per sq mts.) Dado is provided up to full height with glazed tiles (Basic rate of glazed tiles is Rs 300.00 per sq. mts).

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 FR. P/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.

Kitchen:

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

Internal Décor:

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

External Décor:

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 or equivalent units will provided with flushing system. The Sanitary installations will be in accordance with Municipal specifications. One shower and one washbasin of Jaquar, Hindware, Cera or equivalent will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed with Polycab, 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 TV 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 with a common backup generator will be provided for apartment.

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 Vendors 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:

Any additional works desired by the PURCHASERS if permitted by the VENDOR subject to overall approval of the authorities concerned, if need be, shall further be executed by the VENDOR and the PURCHASERS shall have to pay additional cost for such extra item work.

OTHER AMENITIES:

The BUILDER shall provide security, clubhouse, garden in the compounded premises of **VISION DREAM CITY**. 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 **VISION DREAM CITY**. 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 **VISION DREAM CITY** 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. The use of OTHER AMMENITIES will be permitted only to the PURCHASERS of the unit and his/her family.

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 VISION DEMPO HOSPITALITY
AND ESTATES PRIVATE LIMITED)
Represented herein by its Managing
Director **Mr. Rajesh S. Dempo**)

Mr. Rajesh S. Dempo

Left hand finger prints

Right hand finger print

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SIGNED AND DELIVERED BY)
The within named PURCHASER)
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SIGNED AND DELIVERED BY)
The within named PURCHASER)
_____)

Left hand finger prints

Right hand finger print

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IN THE PRESENCE OF WITNESSES:

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