

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made and entered into at Margao, Goa, this _____ day of _____ 2017.

BETWEEN

1. SHRI. SANTOSH RATANJI RAMNATHKAR, son of Ratanji V. Ramnathkar, aged 63 years, married, advocate, having Pan card bearing No. AEOPR2534J, and his wife;
2. SMT. VIDYA SANTOSH RAMNATHKAR, daughter of Vithalrao B. Kembhavi, aged 60 years, occupation business, having Pan card bearing No. APXPS8947N, and both residents of Ramnathi, Bandora, Ponda-Goa , hereinafter referred to as 'THE VENDORS/PROMOTERS' (which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective heirs, legal representatives, administrators, executors and assigns) of the FIRST PART.

AND

MR. _____, son of _____, aged _____ years, occupation _____, having Pan card bearing No. _____, resident of _____ hereinafter referred to as 'THE PURCHASER/ALLOTTEE' (which expression shall unless repugnant to the context or meaning thereof shall mean and include his respective heirs, legal representatives, administrators, executors and assigns) of the SECOND PART.

WHEREAS the VENDORS/PROMOTERS are the exclusive owners in possession and enjoyment of a landed property

known as 'PALIDONGOR' or 'PALI' situated at Village Dicarpale, along Quepem-Margao road, Salcete Taluka, Goa, admeasuring 3050 sq. mtrs. and surveyed under No.28/4 and more particularly described in the **SCHEDULE-A** hereunder written and hereinafter referred to as the 'PROJECT LAND'.

AND WHEREAS the 'PROJECT LAND' was earlier owned by one Vasudev Pundalik Salkar whose name is recorded in the Occupants Column of the Records of Rights in form No. I & XIV pertaining to the 'PROJECT LAND'.

AND WHEREAS on the death of said Vasudev Pundalik Salkar a 'Deed of Declaration of Succession and Qualification of Heirs (Habilitacao)' was drawn by the Notary Public Ex-Officio of Murmagao on 02/04/2008 in his Notarial Book No.173 at pages 139 to 141 thereby declaring the successors and heirs of said Vasudev Pundalik Salkar;

- a) Suresh Vasudev Salkar and his wife
- b) Smt. Seema Suresh Salkar
- c) Nitin Vasudev Salkar and his wife
- d) Smt. Sanjeevi Nitin Salkar
- e) Suvassa Vasudev Sinai Salkar alias Suhas Shashikant Sardessai and
- f) Nita Vasudev Salkar alias Nita Prabhakar Kunde

AND WHEREAS out of the Successors and Heirs of said late Vasudev Pundalik Salkar, his two daughters namely; Suvassa Vasudev Sinai Salkar alias Suhas Shashikant Sardessai and Nita Vasudev Salkar alias Nita Prabhakar Kunde, along with their respective husbands have relinquished their rights in the inheritance left behind by said late Vasudev Pundalik

Salkar vide a Deed of Gratuitous Assignment or Relinquishment drawn by the Notary Public Ex-Officio of Murmagao on 03/02/1987 in his Notarial Book No.157 at pages 96 to 99.

AND WHEREAS in terms of Deed of Partition of Assets, dated 05/02/1987 registered in the Office of Sub-Registrar of Murmagao under No.113 at pages 45 to 80 of Book No.I, vol. 10 on 24/06/1987, and executed upon the death of said Vasudev Salkar, the 'PROJECT LAND' is exclusively allotted to the following:

- a) Suresh Vasudev Salkar and his wife
- b) Smt. Seema Suresh Salkar
- c) Nitin Vasudev Salkar and his wife
- d) Smt. Sanjeevi Nitin Salkar

AND WHEREAS by Deed of Sale dated 15/06/2009 registered in the Office of Sub-Registrar of Margao under No.2824 at pages 157 to 180 of Book No.I, vol.3443 on 22/06/2009, the Vendor No.1 herein became the exclusive owner of the 'PROJECT LAND'.

AND WHEREAS presently the VENDORS/PROMOTERS herein are the absolute owners in possession and enjoyment of the 'PROJECT LAND' by virtue of law.

AND WHEREAS the VENDORS/PROMOTERS have got the 'PROJECT LAND' converted to non-agricultural use and has obtained SANAD dated 26/07/2012.

AND WHEREAS with a view to carry out development of the 'PROJECT LAND' Vendors/Promoters obtained technical clearance order from the office of Town and Country Planning Department dated 04/01/2016 and Construction License from the Village Panchayat of Davorlim-Dicarpale dated 07/05/2016.

AND WHEREAS the VENDORS/PROMOTERS have undertaken construction of building comprising of shops and stilted parking and other areas on the ground floor and flats on the upper two floors, in a portion of the project land admeasuring 1650 sq.mts. reserving an area of 1400 sq.mts. for undertaking other developmental activities.

AND WHEREAS Comunidade of Dicarpale has instituted a suit for permanent injunction and consequential reliefs against the Vendor/Promoter Santosh and the predecessors in title namely Salkars' being Regular Civil Suit No.371/2016/F in Court of Civil Judge Junior Division at Margao for restraining the Vendors/Promoters herein from carrying on any construction in the Project Land and for other reliefs.

AND WHEREAS in terms of Order dated 11/05/2017 the application for temporary injunction preferred by the Comunidade of Dicarpale has been dismissed.

AND WHEREAS Comunidade of Dicarpale has preferred appeal before the District Court at Margao being MCA No.55/2017 which is pending disposal.

AND WHEREAS the Vendor/Promoter Santosh herein has also preferred counter-claim against the Comunidade of Dicarpale for causing mental agony, torture and hardships and for delaying the construction project and has claimed a sum of Rs.50.00 Lakhs (Rupees Fifty Lakhs Only) as damages and the said suit is pending disposal.

AND WHEREAS the Vendors/Promoters have obtained finance in the sum of Rs. 2.00 Crore (Rupees Two Crore Only) for undertaking construction of the building on the project land thereby mortgaging the project land along with the building under construction to Economic Development Corporation, Panaji.

AND WHEREAS the Vendors/Promoters have appointed an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects AND WHEREAS the Vendors/Promoters have registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority at _____ under No._____, authenticated copy is attached in Annexure.

AND WHEREAS the Vendors/Promoters have appointed a structural Engineer for the preparation of structural design and drawings of the building and the Vendors/Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the VENDORS/PROMOTERS have accordingly commenced construction of the building in accordance with the approved plans.

AND WHEREAS the PURCHASER/ALLOTTEE after examining the title documents of the VENDORS/PROMOTERS and the necessary permissions/licenses in respect of the building under construction and having satisfied about the title of the VENDORS/PROMOTERS, has/have requested the VENDORS/PROMOTERS to sell one Shop/Apartment bearing No._____ and admeasuring about _____sq. mts. and situated on the _____floor.

AND WHEREAS the VENDORS/PROMOTERS have agreed to sell to the PURCHASER/ALLOTTEE Shop/Apartment No._____ and admeasuring about _____sq. mtrs. of carpet area and situated on the _____floor for total sale consideration amount of Rs._____/ - which amount has been arrived at and fixed after taking into consideration the implication of GST input credit and on certain terms and conditions here under contained.

AND WHEREAS the carpet area as defined under clause (K) of Section 2 of the said Act of the said shop/apartment is _____sq.mts.

AND WHEREAS the parties relying on the confirmations, representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to

enter into this Agreement on the terms and conditions appearing herein after.

AND WHEREAS prior to the execution of this presents, the Purchaser/Allottee has paid to the Vendors/Promoters a sum of Rs._____ (Rupees_____ Only) being an advance payment or an Application Fee as provided in Section 13 of the said Act (the payment and receipt whereof the Vendors/Promoters both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Vendors/Promoters the balance of the sale consideration in the manner herein after appearing.

AND WHEREEAS the VENDORS/PROMOTERS have registered the project under the provisions of the Real estate (Regulation and Development) Act, 2016 and Rules framed thereunder with the Real Estate Regulatory Authority under No._____.

AND WHEREAS under section 13 of the said Act the Vendors/Promoters are required to execute a written Agreement for sale of said Shop/Apartment with the Purchaser/Allottee, and to also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908) in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Vendors/Promoters hereby agree to sell and the Purchaser/Allottee hereby agrees to purchase Shop/Apartment and the covered parking.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Vendors/Promoters shall construct the building "POONAM RESIDENCY" consisting of ground floor comprising of shops and stilted parking area and upper two floors comprising of flats on the "PROJECT LAND" in accordance with the plans, designs and specifications as approved by the concerned competent authority from time-to-time.

Provided that the Vendors/Promoters shall have to obtained prior consent in writing of the Purchaser/Allottee in respect of variations or modifications which may adversely affect the Shop/Apartment of the Purchaser/Allottee except any alteration or additions required by any Government authority or due to change in law.

- 1(a) (i) The Purchaser/Allottee hereby agrees to purchase from the Vendors/Promoters and the Vendors/Promoters hereby agree to sell to the Purchaser/Allottee Shop/Apartment bearing No._____ admeasuring _____ sq.mts. of carpet area. The apartment shall also have an exclusive carpet area of balcony of _____ sq.mts. with an exclusive terrace area _____ sq.mts. if any, on _____ floor in the said building (herein after referred to as "THE APARTMENT" as shown in the floor plan thereof hereto annexed for the consideration of Rs._____/ - (Rupees _____ Only) which includes the proportionate incidents of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the SCHEDULE annexed herewith

and the above said consideration amount has been fixed after taking into consideration the implication of GST input credit.

- (ii) The Purchaser/Allottee hereby agrees to purchase from the Vendors/Promoters and the Vendors/Promoters hereby agrees to sell to the Purchaser/Allottee covered parking bearing No.____ situated at stilted area being constructed in the layout for the consideration of Rs._____-/- (Rupees _____ Only).

- 1(b) The total aggregate consideration amount for the Shop/Apartment including cover parking spaces is thus Rs._____-/-.

- 1(c) The Purchaser/Allottee has paid on or before execution of this agreement a sum of Rs._____-/- (Rupees _____ Only) as advance payment or application fee and hereby agrees to pay the balance amount of Rs._____-/- (Rupees _____ Only) in the following manner.

- (i) Amount of Rs._____-/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Vendors/Promoters after the execution of the agreement.
- (ii) Amount of Rs._____-/- (Rupees _____ Only) (Not exceeding 45% of the total consideration) to be paid to the Vendors/Promoters on completion of the plinth of the building or on _____ (date) whichever is earlier.

- (iii) Amount of Rs._____-/- (Rupees _____ Only) (Not exceeding 70% of the total consideration) to be paid to the Vendors/Promoters on completion of the slabs including podium and stilt of the building or on _____ whichever is earlier.
- (iv) Amount of Rs._____-/- (Rupees _____ - Only) (Not exceeding 75% of the total consideration) to be paid to the Vendors/Promoters on completion of the walls, internal plaster, flooring, doors and windows of the said apartment.
- (v) Amount of Rs._____-/- (Rupees _____ - Only) (Not exceeding 80% of the total consideration) to be paid to the Vendors/Promoters on completion of the sanitary fittings, staircases, lobbies upto the floor level of the said Shop/Apartment.
- (vi) Amount of Rs._____-/- (Rupees _____ - Only) (Not exceeding 85% of the total consideration) to be paid to the Vendors/Promoters on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building.
- (vii) Amount of Rs._____-/- (Rupees _____ - Only) (Not exceeding 95% of the total consideration) to be paid to the Vendors/Promoters on completion of water pumps, electrical fittings, mechanical and environment requirements, entrance lobbies, plinth protection, paving of areas appertaining and all other requirements.

(viii) Balance amount of Rs._____-/ (Rupees _____- Only) against and at the time of handing over of the possession of the Shop/Apartment to the Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price about excludes taxes (consisting of tax paid or payable by the Vendors/Promoters by way of infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the project payable by the Vendors/Promoters) upto the date of handing over the possession of the Shop/Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increasing charges/takes or other which may be levied or imposed by the competent authority, local bodies/Government from time-to-time. The Vendors/Promoters undertake and agree that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Vendors/Promoters shall enclose the said notification/Order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee which are only be applicable on subsequent payments.

1(f) The Vendors/Promoters may allow, in their sole discretions a rebate for early payment of equal installments payable by the Purchaser/Allottee on such terms and conditions as the

parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser/Allottee by the Vendors/Promoters.

- 1(g) The Vendors/Promoters shall confirm the final carpet area that has been allotted to the Purchaser/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 4%. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors/Promoters. If there is any reduction in the carpet area within the defined limit then the Vendors/Promoters shall refund the excess money paid by the Purchaser/Allottee within 45 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 Agent, Rates and Interest and Disclosure on website) Rules, 2017 (herein after referred to as the "Said Rules"), from the date when such excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to the Purchaser/Allottee, the Vendors/Promoters shall demand additional amount from the Purchaser/Allottee as per the next mile stone of the payment plan. All this monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this agreement.
- 1(h) The Purchaser/Allottee authorizes the Vendors/Promoters to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her

name as the Vendors/Promoters may in their sole discretion deem fit and the Purchaser/Allottee undertake not to object/demand/direct the Vendors/Promoters to adjust his/her payment in any manner.

- 2.1 The Vendors/Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Apartment to the Purchaser/Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Shop/Apartment.
- 2.2 Time is essence for the Vendors/Promoters as well as the Purchaser/Allottee. The Vendors/Promoters shall abide by the time schedule for completing the project and handing over the Shop/Apartment to the Purchaser/Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchasers/Allottees have paid all the consideration and other sums due and payable to the Vendors/Promoters as per the agreement. Similarly, the Purchaser/Allottee 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 Vendors/Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Vendors/Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendors/Promoters has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser/Allottee has agreed to purchase the said Shop/Apartment based on the proposed construction and sale of apartments to be carried out by the Vendors/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendors/Promoters only.
- 4.1 If the Vendors/Promoters fail to abide by the time schedule for completing the project and handing over the Shop/Apartment to the Purchaser/Allottee, the Vendors/Promoters agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Vendors/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/Allottee to the Vendors/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser(s)/Allottee(s) to the Promoter.

4.2 Without prejudice to the right of Vendors/Promoters to charge interest in terms of sub clause 4.1 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Vendors/Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Vendors/Promoters shall at his own option, may terminate this Agreement: Provided that, Vendors/Promoters shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Vendors/Promoters within the period of notice then at the end of such notice period, Vendors/Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendors/Promoters shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendors/Promoters) within a period of sixty days of the termination, the installments of sale consideration of the Shop/Apartment which may till then have been paid by the Purchaser/Allottee to the Vendors/Promoters and the Vendors/Promoters shall not be

liable to pay to the Purchaser/Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Vendors/Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Vendors/Promoters shall give possession of the Shop/Apartment to the Purchaser/Allottee on or before 30th September 2019. If the Vendors/Promoters fails or neglects to give possession of the Shop/Apartment to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Vendors/Promoters shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the Shop/Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Vendors/Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendors/Promoters shall be entitled to reasonable extension of time for giving delivery of Shop/Apartment on the aforesaid date, if the completion of building in which the Shop/Apartment 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.

- 7.1 Procedure for taking possession - The Vendors/Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/Allottee as

per the agreement shall offer in writing the possession of the Shop/Apartment to the Purchaser/Allottee in terms of this Agreement to be taken within 1 (one months from the date of issue of such notice and the Vendors/Promoters shall give possession of the Shop/Apartment to the Purchaser/Allottee. The Vendors/Promoters agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Promoters. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/Allottees, as the case may be. The Vendors/Promoters on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Purchaser/Allottee shall take possession of the Shop/Apartment within 15 days of the written notice from the Vendors/Promoters to the Purchaser/Allottee intimating that the said Shops/Apartments are ready for use and occupancy:
- 7.3 Failure of Purchaser/Allottee to take Possession of Shop/Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Purchaser/Allottee shall take possession of the Shop/Apartment from the Vendors/Promoters by paying all amounts, executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Vendors/Promoters shall give possession of the Shop/Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in clause 7.2 such Purchaser/Allottee shall continue

to be liable to pay maintenance charges as applicable including all government rates, taxes, charges, interest on delay and all other outgoings and expenses of and incidental to the management and maintenance of the said project and building thereon..

- 7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Shop/Apartment or the building in which the Shop/Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendors/Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Incase the Purchasers/Allottees carry out any work within the Apartment after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartment then in such an event the Vendors/Promoters shall not be liable to rectify or pay compensation. But the Vendors/Promoters 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.
8. The Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable)

He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser/Allottee along with other Purchaser(s)/Allottee(s) of Shops/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendors/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Vendors/Promoters within seven days of the same being forwarded by the Vendors/Promoters to the Purchaser/Allottee, so as to enable the Vendors/Promoters to register the common organization of Purchaser/Allottee. No objection shall be taken by the Purchaser/Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 Within 15 days after notice in writing is given by the Vendors/Promoters to the Purchaser/Allottee that the Apartment is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or

Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/Allottee further agrees that till the Purchaser's/Allottee's share is so determined the Purchaser/Allottee shall pay to the Vendors/Promoters provisional monthly contribution of Rs._____-/- per month towards the outgoings. The Purchaser/Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/Allottee shall be regarded as the default on the part of the Purchaser/Allottee and shall entitle the Vendors/Promoters to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Purchaser/Allottee shall on or before delivery of possession of the said premises keep deposited with the Vendors/Promoters, the following amounts :
 - (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout
 - (vii) Rs. _____/- as legal charges
 - (viii) Rs. _____/- as infrastructure tax
 - (ix) Rs. _____/- as corpus
 - (x) Rs. _____/- as stamp duty and registration charges
11. The Purchaser/Allottee shall pay to the Vendors/Promoters a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-a Law/Advocates of the Vendors/Promoters in connection with formation of the said Society, or
- Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
12. At the time of registration of conveyance of the building and of the project land, the Purchaser/Allottee shall pay to the Vendors/Promoters, the Purchasers'/Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any

document or instrument of transfer in respect of the structure of the said Building.

13. REPRESENTATIONS AND WARRANTIES OF THE VENORDS/PROMOTERS

The Vendors/Promoters hereby represents and warrants to the Purchaser/Allottee as follows:

- i. The Vendors/Promoters has clear and marketable title with respect to the project land, with the exception of equitable mortgage with EDC, Panaji-Goa and the suit filed by the Comunidade of Dicarpale against the Vendor/Promoter, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendors/Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project with the exception of the suit mentioned at clause (i) above;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses

and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Vendors/Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

- vi. The Vendors/Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- vii. The Vendors/Promoters has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Shop/Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- viii. The Vendors/Promoters confirms that the Vendors/Promoters is not restricted in any manner whatsoever from selling the said Shop/Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers/Allottees the Vendors/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers/Allottees;
- x. The Vendors/Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates,

charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendors/Promoters in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/Apartment may come, hereby covenants with the Vendors/Promoters as follows :

- i. To maintain the Shop/Apartment at the Purchaser/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Shop/Apartment is situated and the Shop/Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Shop/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop/Apartment is situated or storing of which goods is objected to by the concerned local or other authority

and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop/Apartment is situated, including entrances of the building in which the Shop/Apartment is situated and in case any damage is caused to the building in which the Shop/Apartment is situated or the Shop/Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Shop/Apartment and maintain the Shop/Apartment in the same condition, state and order in which it was delivered by the Vendors/Promoters to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Shop/Apartment is situated or the Shop/Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Shop/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/Apartment is situated and shall keep the portion, sewers, drains and pipes in the

Shop/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop/Apartment without the prior written permission of the Vendors/Promoters and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop/Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Apartment in the compound or any portion of the project land and the building in which the Shop/Apartment is situated.
- vii. Pay to the Vendors/Promoters within fifteen days of demand by the Vendors/Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Shop/Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.

- ix. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/Allottee to the Vendors/Promoters under this Agreement are fully paid up.
- x. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shops/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Shop/Apartment is situated is executed in favour of

Apex Body or Federation, the Purchaser/Allottee shall permit the Vendors/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Vendors/Promoters shall maintain a separate account in respect of sums received by the Vendors/Promoters from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shops/Apartments or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Shop/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendors/Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the Project Land is transferred to the Apex Body/Federation as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendors/Promoters executes this Agreement he shall not mortgage or create a charge on the Shop/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect

the right and interest of the Purchaser/Allottee who has taken or agreed to take such Shop/Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser/Allottee by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoters or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Vendors/Promoters. If the Purchaser(s)/Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors/Promoters, then the Vendors/Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and

all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / ALLOTTEE / SUBSEQUENT PURCHASERS / ALLOTTEES

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 Project shall equally be applicable to and enforceable against any subsequent Purchasers/Allottees of the Shop/Apartment, in case of a transfer, as the said obligations go along with the Shop/Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser(s)/Allottee(s) in Project, the same shall be in proportion to the carpet area of the Shop/Apartment to the total carpet area of all the Shops/Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Purchaser/Allottees.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors/Promoters through its authorized signatory at the Vendors'/Promoters' Office, or at some other place, which may be mutually agreed between the Vendors/Promoters and the Purchaser/Allottee, in after the Agreement is duly executed by the Purchaser/Allottee and the Vendors/Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at .

26. The Purchaser/Allottee and/or Vendors/Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendors/Promoters will attend such office and admit execution thereof.
27. That all notices to be served on the Purchaser/Allottee and the Vendors/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendors/Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/Allottee

(Purchaser's/Allottee's Address)

Notified Email ID: _____

M/s Vendor's/Promoter's name

(Vendors/Promoter Address)

Notified Email ID: _____

It shall be the duty of the Purchaser/Allottee and the Vendors/Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors/Promoters or the Purchaser/Allottee, as the case may be.

28. **JOINT PURCHASERS/ALLOTTEES**

That in case there are Joint Purchasers/Allottees all communications shall be sent by the Vendors/Promoters to the Purchaser/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.

29. **Stamp Duty and Registration :-** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee.

30. **Dispute Resolution :-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement of sale at Margao Goa in the presence of attesting witnesses, signing as such on the day first herein above written.

SCHEDULE-A

ALL THAT landed property known as 'PALIDONGOR' alias 'PALI' situated at Village Dicarpale, Taluka and Sub-District of Salcete, District of South Goa of the State of Goa lying along the Quepem-Margao Road, Salcete-Goa admeasuring 3050 sq. mtrs. and surveyed under No.28/4 of Village Dicarpale and neither described in the Land Registration Office for the purpose of Matriz records and bounded on the East and South by property surveyed under No.27/0 of Dicarpale Village, on the North by the part of the property surveyed under No.27/0 which part is already consumed in widening of the road leading from Margao to Quepem and on the West by the property surveyed under No.28/3 of Dicarpale Village, along with the two vacant dilapidated structures thereon.

SCHEDULE-B

ALL THAT Shop/Apartment No.____ and admeasuring above____ sq. mtrs. of super built up area and _____ sq. mtrs. of the carpet area and situated on the _____ floor of the building "POONAM RESIDENCY" constructed on the property more particularly described in SCHEDULE-A above and the said Shop/Apartment is bounded as under:

East:

West:

North:

South:

SCHEDULE-C

PAYMENT SCHEDULE

Particulars	Percentage (%)	Installment	Service Tax (4.5%)	Total Amount
On Agreement	25%			
Infrastructure Tax		12,000/-		
Stamp Duty & Registration (2.9% + 2%)				
On Completion of foundation/plinth level	10%			
On Completion of First Slab	10%			
On Completion of Second Slab 10%	10%			
On Completion of Third Slab	10%			
On Completion of Masonary and Plastering	10%			
On Completion of Flooring, wiring and plumbing	5%			
On Fixing of Doors/Windows and Completion of Kitchen	5%			
On Completion of Painting	5%			
<u>While taking Possession</u> Stamp Duty ____% Registration Fees 2%	10%			

Society Deposit		7,500/-		
Maintenance charges for 3 years				
Water connection charges		40,000/-		
Electricity connection charges		15,000/-		
Transformer charges/deposits		15,000/-		
Legal				
Incidental charges				
House Tax / CESS/ any other charges if applicable				
<u>GRAND TOTAL</u>				

***Service Tax presently charged @3.625% which have to be paid with every payment of Installment and may vary subject to change in rates at the time of payment.**

***Water/Electricity Connection Charges/ Transformer Deposits/ Stamp Duty/ Registration Fees may vary subject to changes if any as applicable at the time of possession/conveyance**

SCHEDULE-D

STANDARD SPECIFICATIONS

- 1. **STRUCTURE:** The Building consists of a Reinforced Cement Concrete framed structure. The masonry in plinth is of laterite

stone in cement mortar/concrete blocks. The masonry in superstructure is 23 cm thick laterite masonry/concrete blocks. All partition walls are of brick burnt masonry in cement mortar.

2. **PLASTER:** The Internal plaster is in one coat of cement mortar and finished with neeru. The external plaster in general is in two coats of cement mortar.
3. **FLOOR FINISH:** The SAID SHOP/APARTMENT except the toilet is finished with vitrified tiles (Basic rate of tiles: Rs.400/- per sq.mtr.). The flooring of the toilet is finished with ceramic tiles in floor (Basic rate of ceramic tiles: Rs.350/- per sq.mtr.) Dado is provided upto height of 210 cm with glazed tiles (Basic cost of glazed tile: Rs.350/- per sq.mtr.). The roof slab of the last floor shall be covered with zinc sheets as there is a possibility of construction of additional floor or floors and the roof slab of the third floor shall be waterproofed and finished with Indian patent stone above it. The passage is provided with ceramic tile flooring (Basic cost of Rs.350/- per sq. mtr.).
4. **WINDOWS:** The windows in general are of powder coated aluminum sliding type. The toilet ventilators are in aluminum frame and glass louvered type.
5. **DOORS:** Main door is of teak wood paneled shutter along with teak wood frame. All bedroom and balcony doors are flush doors with granite frame. Toilet door's shutter is of HDPE door with granite frames. All doors are provided with SS Fittings and SS Hinges. Main door accessories are in Brass.

6. **PAINTING:** Internal walls and ceiling are painted with 2 coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of primer.
7. **KITCHEN:** Cooking platform with a stainless steel sink at one end is provided in the kitchen. The platform is finished with black granite stone. The dado above platform and sink is provided with glazed tile upto 60 cm ht. The standard length of kitchen platform including sink is 8 Rft.
8. **TOILET/BATH:** Toilet is provided with European style W.C. pan. The floor is of ceramic tile and having a glazed tile dado. Wash basin is provided either in Toilet or outside it.
9. **DRAINAGE:** All sewage water is connected to the septic tank or sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY:** Water is supplied to every Apartment through a common overhead tank provided for each wing which services all the Apartments. One underground sump and one electric pump is provided.
11. **ELECTRICAL INSTALLATION:** All wiring is in copper wire concealed in walls and slabs.
Electrical load of the SAID APARTMENT is distributed in the following manner:
 - i. **HALL/DINING:** 3 Nos-5 amps points, 4 Nos. lighting points, 2 Nos. fan points, 1 No. T.V. Point (However it is to be noted that no provision for A.C. Point has been provided in the Hall/Dining).

- ii. **BEDROOM/S:** 1 Nos-5 amps point, 2 Nos. light points, 1 No. fan point, 1 No-15 amps point for the provision of A.C.
- iii. **KITCHEN:** 2 Nos. 5 amps point, 3 Nos-15 amps points, 2 Nos. light points, 1 No. fan point (No provision is made for A.C. point in the kitchen).
- iv. **TOILETS:** Each toilet is provided with 1 No.-5 amps point, 1 No.-15 amps point for water heater, 1 No. light point.

1 No.-5 amps point and light point is provided near the wash basin in passage.

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

Signed & delivered
by the within named VENDORS/PROMOTERS
1) SHRI. SANTOSH RATANJI RAMNATHKAR

Left hand finger impressions

--	--	--	--	--

Right hand finger impressions

--	--	--	--	--

2)SMT. VIDYA SANTOSH RAMNATHKAR

Left hand finger impressions

--	--	--	--	--

Right hand finger impressions

--	--	--	--	--

Signed & Delivered
by the within named PURCHASER/ALLOTTEE

SHRI._____

Left hand finger impressions

--	--	--	--	--

Right hand finger impressions

--	--	--	--	--

IN THE PRESENCE OF

1.

2.