

AGREEMENT FOR SALE

This Agreement is made at Panaji, on this ----th day of ----- 2018

BETWEEN

1. CALVIN PROPERTIES a proprietary concern, holding Pan Card No. AADPB1550B having its registered office at 107, Niranjana, 99, Marine Drive, Mumbai - 400002 herein represented by its proprietor Mr. Kausshal Bagadia, son of late Shri Kanhayalal Bagadia, aged 44 years, Married, in business, residing at 28, Iris, Cuffe parade, Mumbai - 400005 holding Aadhar card No.407876424282, Email ID: kausshalbagadia@gmail.com, Mobile No.-----
--- hereinafter referred to as the **OWNER/DEVELOPER** (which expression shall unless it be repugnant to the context or meaning thereof, mean and include the Directors of the said firms for the time being, their respective heirs, successors, legal representatives and assigns) of the **ONE PART**;

AND

2. MR. -----, s/o Mr. -----, ----- years of age, Unmarried, in business, holding PAN Card no. -----, Aadhar card No. -----, Email ID: -----, Mobile No. ----- and resident of -----
and hereinafter referred to as the **PURCHASER /FLAT HOLDER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives and assigns) of the **SECOND PART**

All Indian Nationals.

WHEREAS

(a) There exists a part and parcel of land admeasuring 3990m² being a part of the larger property known as GAVOI also known as GALLY admeasuring

19,175m², surveyed under Sy.No. 124/1-A situated at Corlim Village, within the limits of Village Panchayat of Corlim, Taluka Tiswadi, District North Goa in the State of Goa which property is hereinafter referred to as **THE SAID PROPERTY** and / or also referred to as **PLOT C** and is described in detail in the Schedule II hereunder. The larger property admeasuring 19,175m² is hereinafter referred to as **THE SAID LAND**.

(b) **THE SAID PROPERTY** was purchased by Mr. Kausshal Bagadia vide Deed of Sale dated 17/06/2011 registered under no.PNJ-BK1-01666-2011, CD No.PNJD9dated 20/06/2011 before Office of Sub-Registrar of Ilhas.

(c) The **OWNER/DEVELOPER** is thus the sole and exclusive owner and in possession of the **SAID PROPERTY**

(d) Pursuant to an Application for Technical Clearance dated -----, made by the Owner herein to the Town Planner, Town & Country Planning Department (i.e. **"TCPD"**), Tiswadi Taluka Office, Mala-Panaji-Goa, the latter, with the concurrence of the Chief Town Planner, granted Technical Clearance for carrying out the work of proposed construction of Residential Complex as per the enclosed approved plans on the said Survey No.124/1-A, subject to the conditions stipulated in the Technical Clearance Order dated 06/10/17 and bearing No. TIS/8895/CORLIM/TCP/2017/1214 made by the Town Planner. Subsequently the OWNER / DEVELOPER obtained Construction License no. VP/COR/2017-2018/09 dated 19/10/2017 from Village Panchayat Corlim, Tiswadi – Goa. After obtaining all the necessary licenses, permissions and NOCs from all competent authorities, the OWNER/DEVELOPER hereto proposed to construct a residential complex known as **"CORLIM GREENS"** on the SAID PLOT.

(e) The **OWNER/DEVELOPER** have informed the Purchasers that there exists plot adjacent to the **said property** (i.e. Plot 'A') bearing Survey No. 124/1 (hereinafter referred to as **"the said Plot 'A'"**) and that another plot adjacent to

the said property bearing Survey No. 124/1-B (hereinafter referred to as **“the said Plot ‘B’**). By and under a Common Amenities Agreement dated 4th December 2014, made and executed between the **OWNER/DEVELOPER**, therein referred to as the **Third Owner**, of the Third part, and the owners of Plots ‘B’ and ‘A’, therein referred to as the **Second and the First Owners** of the second and first parts respectively (hereinafter referred to as **“the Common Amenities Agreement”**), the **OWNER/DEVELOPER** herein and the Second and First Owners as the owners of the said two adjacent Plots ‘B’ and ‘A’ have agreed to provide for the benefit of the acquirers of all the flats / premises in the buildings constructed / to be constructed on the said three properties, common amenities like a club house comprising of a swimming pool, badminton court, gymnasium, a room for indoor games, library, etc., a park comprising of a walking / jogging track, foot reflexology path, basketball hoop, children’s play area, Senior Citizens’ sit out area, STP Plant, underground water sump, open well, bore well, water treatment plant, etc. upon the terms and conditions contained in the Common Amenities Agreement.

(f) Subsequently the **OWNER/DEVELOPER** has commenced the construction of 3 buildings on the said property on the proposed complex known as **“CORLIM GREENS”** in accordance with the sanctioned building plans.

(g) While sanctioning the said plans, the **TPCD** and the Village Panchayat, Corlim had laid down the terms, conditions and stipulations to be observed and performed by the Owner.

(h) The Purchasers are aware and have agreed alongwith other co-owners/Purchasers of other units to use, utilise and enjoy the common amenities to be provided as more particularly mentioned in the Common Amenities Agreement subject to the terms and conditions of the said Common Amenities Agreement and the rules and regulations laid down by the **OWNER/DEVELOPER** and the respective owners of the said two adjacent Plots

'B' and 'A' and an Association of Persons (AoP) has been formed or incorporated in the manner mentioned in the said Common Amenities Agreement;

(i) As incidental to providing the proposed common amenities to the purchasers of flats in the buildings constructed / to be constructed on Plots 'A', 'B' and 'C', the respective owners of the said three plots including the Owners herein have agreed to provide adequate access in the nature of easement to one another and consequently to the purchasers of flats in the buildings to be constructed on the said three plots in the manner mentioned in the said Common Amenities Agreement;

(j) The **OWNER/DEVELOPER** are entitled to sell and intend to sell, transfer and/or dispose of on "ownership" basis and/or give on lease or leave and licence or on any other basis which may be permitted under law, flats / units, inter alia, in the said 3 buildings constructed on the said property and comprised in the said residential complex named as Corlim Greens;

(k) The Purchaser had demanded from the **OWNER/DEVELOPER** and the **OWNER/DEVELOPER** has given to the Purchaser inspection of all the documents relating to the said property which are in possession of the **OWNER/DEVELOPER** as also the sanctioned building plans, designs and specifications prepared by the Owners' said Architect and all other relevant documents;

(l) After perusing the aforesaid documents and being fully satisfied with regard thereto, the FLATHOLDERS / PURCHASERS has/have approached the **OWNER/DEVELOPER** to purchase the flat identified as **Flat No. -----**

- 1) Flat admeasuring Carpet area ----- sq.mt (----- sq.ft.)/**built up area -----sq.mts. (----- sq.ft) alongwith**
- 2) **Balconies** admeasuring Carpet area ----- sq.mt (----- sq.ft.)/**built up area -----sq.mts. (----- sq.ft) and**

- 3) **open terrace** admeasuring Carpet area ----- sq.mt (-----
--sq.ft.)

on the ----- **floor** in the **Building** named ----- in the residential complex "**CORLIM GREENS**" described in detail in **Schedule III** hereafter written and shall hereinafter be referred to as **SAID FLAT** alongwith facility of a car parking space, location whereof will be designated to the **FLAT HOLDER** by the **OWNER/DEVELOPER** after giving possession of all the flats in the said building to the respective **FLAT HOLDERS** thereof or earlier at the option of the **OWNER/DEVELOPER**.

(m) The **OWNER/DEVELOPER** has agreed to sell to the **FLAT HOLDER** and the Flat holder has agreed to purchase the **SAID FLAT** for a sum of **Rs.-----**
-/- (Rupees ----- only). The FLATHOLDER / PURCHASER enjoys privilege of 1 car park and club Facilities. The detailed cost of the SAID FLAT with inclusions and exclusions are mentioned in Clause no. 1 of the terms and conditions hereunder. The Flat holders have agreed to make payment towards the said flat in the manner stipulated in clause 1(a) of this agreement hereinafter written and have also agreed to abide by the other terms and conditions stipulated hereinafter.

(n) The **OWNER/DEVELOPER** have informed the Purchasers that :

(i) The said building comprises, inter alia, of residential flats on each of the four floors on stilts and that there is a common podium/open space between all the 3 buildings constructed on the **said property** and forming part of the residential complex Corlim Greens, over which part of the common amenities have been provided in terms of the Common Amenities Agreement referred to hereinabove.

(ii) Entry and access to the proposed building as well as the driveway on the ground floor level from roads on both side of the **SAID PROPERTY**

and **THE SAID LAND** will be for the use of the Purchasers of flats in the buildings constructed on Plot 'A'; Plot 'B' and Plot 'C'.

(iii) Portions of the podium/open space on Plot 'A' , Plots 'B' and Plots 'C' which are utilised for providing common amenities under the Common Amenities Agreement will be used by the purchasers of flats in the buildings constructed on Plot 'A' as also purchasers of flats in the buildings to be constructed on Plots 'B' and 'C' and vice versa, in terms of the Common Amenities Agreement and an uninterrupted access at all times will be provided to the flat holders of all flats in the buildings constructed on the said Plot 'A' and also all the flats to be constructed on the said other Plots 'B' and 'C';

(iv) an uninterrupted access at all times will be provided to the flat holders of all flats in the buildings constructed / to be constructed on Plots 'A' 'B' and 'C' for the purpose of maintenance of pump room, underground water storage tanks, gen sets, meter room, lighting, etc at the ground floor level, accessing the club house;

(o) The specifications and amenities, fixtures and fittings provided in the said building constructed on **THE SAID PROPERTY** and in the premises agreed to be purchased or acquired by the Purchasers are annexed hereto in **SCHEDULE 1** of this Agreement.

(p) The Owners / Developers have informed the Purchasers that the Owners have entered into and/or are entering into and/or will be entering into separate agreements with other persons/parties for sale / allotment / disposal in any other manner of flats / units in the said building as also in the other buildings constructed on **THE SAID PROPERTY**;

(q) The parties hereto are desirous of recording the terms and conditions on which the OWNER/DEVELOPER has agreed to sell / allot the said premises to the Purchasers, in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

The recitals contained herein above shall form an integral and operative part of this Agreement and shall be read, understood and construed accordingly.

1. PAYMENT / CONSIDERATION:

(a) The Purchasers hereby agree to purchase from the Owners and the Owners hereby agree to sell to the Purchasers, subject to what has been recited hereinabove and stipulated hereafter, **Flat No. -----**

- 1) Flat admeasuring Carpet area ----- sq.mt (-----sq.ft.)/**built up area -----sq.mts. (----- sq.ft) alongwith**
- 2) **Balconies** admeasuring Carpet area ----- sq.mt (-----sq.ft.)/**built up area -----sq.mts. (----- sq.ft) and**
- 3) **open terrace** admeasuring Carpet area ----- sq.mt (-----sq.ft.)

on the ----- **floor** in the **Building** named ----- and shown on the floor plan thereof hereto annexed and **marked "A"**, for the lump sum consideration of **Rs.-----/- (Rupees ----- only)** which includes charges and deposit towards Electricity meters, Infrastructure tax, Legal fees and other miscellaneous expenses and the proportionate price of the common/limited common areas and facilities appurtenant to the said premises, the nature, extent and description of which common / limited common areas and facilities and excludes amounts mentioned in clause 1(e), (f), (g), (h). As incidental to and for more beneficial enjoyment of the said flat, the Purchasers shall also be entitled to use **car parking space bearing No. -----** between the stilts / in

the compound of the **SAID PROPERTY**. The Purchaser hereby agree/s to pay to the Owners the said consideration and/or purchase price of **Rs.-----/- (Rupees -----only)** in the manner stipulated in Schedule IV hereafter written.

Simultaneously with the payment of the full consideration as well as other payments payable by the Purchasers under this Agreement, the Owners will hand over the possession of the said premises to the Purchasers. Payment of each of the above mentioned instalments within the time stipulated and in the manner mentioned hereinabove is the essence of this Agreement.

(b) If the Flat holders commits default in payment of any of the instalments on the respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the Owners / Developers shall, without prejudice to their other rights under this Agreement and under the law, be at liberty to terminate this Agreement by giving a prior notice of fifteen days. On the Purchasers' failure to comply with such notice, this Agreement for Sale shall stand terminated forthwith and the OWNER/DEVELOPER shall be at the liberty to allot / sell / dispose of the said FLAT to any third party or to any other person as the OWNER/DEVELOPER may, in their absolute discretion, deem fit, for such consideration as the Owner/Developer may determine and the Flat holders shall not be entitled to question this act of the Owner/Developer nor raise any objection or cause any hindrance on such sale. The Flat holder shall not take any legal recourse for blocking such sale of the SAID FLAT to any third party.

(c) The Owner/Developer shall, however on such termination, refund to the Flat holder the amounts, if any, which may have till then been paid by the Flat holders to the Owners/Developers, without any interest or otherwise, after deducting the loss, if any, caused to the Owners/Developers due to such

allotment / sale of the Flat to any other person and further deducting an amount of Rs. 2,00,000/- towards forfeiture charges.

(d) Without prejudice to Owner/Developers' other rights under this Agreement and/or in law, the Flat holders shall be liable to pay to the Owner/Developer interest at the rate of 18% per annum, compounded annually, on all amounts due and payable by the Flat holder under this Agreement, if any such amounts remain unpaid for fifteen days or more after becoming due.

(e) The Stamp Duty, Registration Charges, cost of formation of co-operative housing society, Development Charges, V.A.T., GST or any other amount or any other taxes, present and future, which are levied by Central/State Government / local Authority in the form of taxes/Cess / surcharge which are directly or indirectly payable in respect of the **SAID FLAT**, shall be borne and payable by the Purchasers /Flat holders separately and in addition to the other amounts payable under this Agreement. The Purchasers/Flat holders shall indemnify the Owners / Developers and shall keep the Owners / Developers indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.

(f) The Purchasers /Flat holders agree to pay cost of transfer of House Tax and Electricity Meter.

(g) The Purchasers / Flat holders shall be liable to pay all the costs, charges and expenses including stamp duty and registration charges in respect of this Agreement and the Deed of Conveyance (latter on pro-rata basis along with other flat acquirers in all the buildings) and all other incidental documents and writings and penalty for deficit stamp duty, if any, in respect thereof and shall be responsible for lodging this Agreement and having the same registered. The Purchasers/ Flat holders shall keep the Owners indemnified at all times in

respect thereof and also in respect of any penalties which may be levied with regard thereto.

(h) It is expressly agreed between the Owners and the Purchasers that the Purchasers will be liable to pay Service Tax /GST (including interest and/or penalty thereon) and / or any other tax in the nature of Service Tax or any other tax payable in respect of this Agreement, if any, and the Purchasers hereby agree and undertake to make payment of the same along with every instalment by a separate cheque as per the Payment Schedule. The Purchasers hereby expressly agree/s and undertake/s to make payment of the value added tax levied in respect of the transaction herein recorded in pursuance of the Goa Value Added Tax Act, 2002. It is expressly agreed between the Owners and the Purchasers and is an essential condition of this Agreement that if any tax (including interest and/or penalty thereon) or other like levy is leviable or levied on the transaction contained or comprised in this Agreement, then and in such event such tax (including interest and/or penalty thereon) or other like levy shall be borne and paid by the Purchasers alone.

(i) The Owner/Developer shall have the first lien and charge on the said premises agreed to be acquired by the Purchasers in respect of any amount due and payable by the Purchasers under the terms and conditions of this Agreement.

2. CONSTRUCTION, POSSESSION AND USE OF THE FLAT:-

(a) The Owners have constructed all the 3 buildings on the said property including the said building consisting of four floors over the stilts, in accordance with the plans, designs and specifications approved by **TCPD** and the Village Panchayat, Corlim and which have been seen and approved by the Purchasers.

(b) Prior to the execution hereof the Owners have made full and true disclosure of the nature of the Owners' title to the said property to the

Purchasers and the Purchasers have satisfied themselves regarding and have accepted the Owners' title to the said property and the buildings constructed thereon.

(c) The OWNER/DEVELOPER have completed the said project and obtained Completion certificate dated _____ from _____. It will hand over its possession to the Flat holders, provided all the amounts due and payable by the Flat holders under this Agreement are paid by the Flat holders to the Owners/Developers.

(d) The Purchasers shall not be entitled to object or dispute construction of the remaining buildings, wing or wings or parts thereof by the Developers or their associates, nominees or assigns, either on the ground of nuisance or annoyance or on any other ground or for any other reason whatsoever and the Developers shall be entitled to either transfer or through any associates, nominees or assigns to construct and complete the said wing or wings or building or buildings on the said property as they may desire in their absolute discretion without any interference or objection by the Purchasers.

(f) The Flat holders shall, within 15 days from the receipt of the notice of intimation of Possession to the Flat holders, take delivery of the SAID FLAT. The OWNER/DEVELOPERS upon giving the intimation as stated above, shall be deemed to have completed construction of the said Flat in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the Flat holders delays in taking the possession of the said Flat.

(g) If the Flat holders seek to take possession of the Flat for fit outs before the actual date of possession, the Flat holders shall clear all the dues towards the OWNER/DEVELOPERS including interest on delayed payment, GST, Two year advance maintenance and any other charges as applicable before taking such possession for fit outs.

(h) The Purchasers shall, on or before taking possession of the SAID FLAT, deposit with the Owners, Two year advance maintenance for proportionate contribution towards the municipal taxes, maintenance, outgoings and other incidental charges in respect of the said property and the building constructed thereon as mentioned in clause 5 of this agreement.

The aforementioned amounts shall be deposited in the account of “**CORLIM GRANDE RESIDENTS ASSOCIATION**”, a RWA (Resident Welfare Association) constituted as an AOP (Association of Persons) formed for the maintenance of the Complex as per Common Amenities Agreement dated 4/12/14.

(i) The Flat holders shall use the said Flat only for the purpose of residence. The Flat holders shall not carry out any acts or activities which are obnoxious, antisocial, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the co-owners in the said complex. The Purchasers shall not use or cause to be used the said parking space for any purpose other than that as car parking space for parking a vehicle. The Purchasers further agree not to use the said premises for any purpose which is not permitted under the law.

(j) The Flat holders / Purchasers shall, before or simultaneously with taking possession of the said premises, sign and execute the requisite application and other documents and papers necessary for becoming a member of a co-operative society / limited company or any other corporate body of acquirers of flats / units in the said building, which may be formed or incorporated by or under the directions of the Owners. The Flat holders / Purchasers agree/s to abide by and observe the Bye-laws, Rules and Regulations of such body on being admitted as a member thereof in pursuance of this Agreement.

(k) The Flat holders / Purchasers shall, from the date of receipt of possession letters, maintain the said Flat, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/their cost, in good and tenantable condition

and shall not do or suffer to be done anything in or to the said Flat 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 Panchayat and/or the Municipal Council or Corporation 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.

(l) After taking possession, The Purchasers shall permit the Owners and their servants and agents with or without workmen and other persons at all reasonable time, to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof for the purpose of repairing any part of the building and cleaning, lighting and keeping in service drains, pipes, cables, water sources, gutters, wiring, walls or structures or other conveniences belonging to or provided or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires, gutters and cables and for similar other purposes contemplated by this Agreement.

3. ADDITIONS, ALTERATIONS AND CHANGES IN THE FLAT:-

(a) Changes or additions or extra items, if required by the Purchasers/Flat holders will be accepted at the sole discretion of the OWNER/DEVELOPER, cost of which shall be additionally borne and paid by Flat holders on actuals and in the manner determined by the OWNER/DEVELOPER. A deposit of Rs.50,000/- in advance along with a letter stating the changes so required shall be submitted by the Flat holders to the OWNER/DEVELOPER. In such an event the time limit for handing over the said Flat shall stand revised as decided by the OWNER/DEVELOPER.

The Flat holders agree and undertake not to enclose any balconies / terraces at any point of time. If the Flat holders enclose the balcony /

terraces, the same shall be considered illegal and the Flat holders shall bear the consequences for the same.

(b) The Flat holders agree and undertake not to make any structural changes in their Flat. Further, the Flat holders shall not make any changes that will affect the exterior/external facade of the building.

(c) The Purchasers, with an intention to bring all persons into whose hands the said premises may come in future, hereby further covenant with the Owner / Developers as follows:

(i) Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises are situated and not to affix or attach any box-grills of whatsoever materials and nature or any other type of attachment to the walls of the said premises and shall keep the sewers, drains, pipes in the said premises and 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 said premises are situated, shall not cause in any other manner damage to the columns, beams, walls, slabs, or RCC Partis or other structural members in the said premises nor shall the Purchasers make or cause to be made any structural alterations in the said Flat without prior written permission of the Vendors / Developers and/or the society / condominium of apartment holders / company / corporate body when registered;

(ii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in

which the said premises are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(iii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises are situated;

(iv) To maintain the said premises at the Purchasers' own cost in good, tenable repair and condition from the date of taking possession thereof and not to do or suffer to be done in or to the building in which the said premises are situated or to the staircase or any passages anything which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change / alter or make addition in or to the building in which the said premises are situated and/or to the said premises or any part thereof;

4. GUARANTEE IN CASE OF DEFECTS:-

(a) The OWNER/DEVELOPER will be liable to make good or rectify at their own cost, within a reasonable time period, any defects in the construction of the said flat / building, which may be brought to their notice within a period of **six** months from the date of the Occupation Certificate issued in respect of the said building, provided however that such defects are not caused due to nor are they on account of any act or omission or negligence on the part of any of the purchasers of flats in the said building. The Purchasers shall, before taking possession of the said Flat, check and bring to the notice of the OWNER/DEVELOPER any / all defects in the masonry, plaster, plumbing, electrical wiring or flooring of the said Flat which they may notice and get the same rectified before taking possession. After taking possession of the said Flat, no complaint with regard to any such defects shall be entertained. Cracks caused due to internal changes done by the Flat holders shall not be

considered as defective work. Similarly, the OWNER/DEVELOPER shall not be responsible for colour and size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc. In the case of water leakage or seepage faults, the OWNER/DEVELOPER'S warranty shall lapse if any changes are done by the Flat holders internally and/or externally to the said Flat. The warranty for leakage / seepage shall be for a period of three months from the end of the first monsoon after the date of the Occupation Certificate. The warranty of the above mentioned work shall not hold good in case of misuse of the said Flat or in case of negligence of the Purchasers to maintain the said Flat in good and tenantable repair.

(b) In case of any defects in fittings such as Electrical switches including regulators, tap fittings, sanitary ware, Kitchen Sink, etc., the same shall be subject to the Warranty provided by the manufacturers thereof, which will endure for the benefit of the Purchasers. The Flat holders shall contact the manufacturers directly within the Warranty period, if required, with the help of site-in-charge appointed by the OWNER/DEVELOPER.

5. AMENITIES, MAINTENANCE, MONTHLY OUTGOINGS AND TAXES:-

(a) The amenities, specifications, fixtures and fittings provided by the Owners in the said building and the premises are those that are set out in the list annexed hereto in **SCHEDULE 1**.

(b) After all the flats / units in the said building / Complex are sold and/or disposed off by the Owners or earlier at the option of the Owners, the Owners will form a co-operative society under the provisions of the Goa Co-operative Societies Act, 2012 or a limited company under the provisions of the Companies Act, 2013 or any other corporate body or AoP comprising of all the acquirers of flats / units / other premises in the said building as its members. The Purchasers / Flat holders hereby agree/s and undertake/s to become a member

of such society / AoP/ company or any other corporate body and, from time to time, to sign and execute all applications, declaration papers and writings required for the same under the law or otherwise. The Flat holders shall deposit such amount as may be required for the purpose of formation of the proposed society/ AoP/ company, which amount is to be paid by Flat holders to the OWNERS/DEVELOPERS at the time of formation of Society/ AoP/ company. IN THE ALTERNATIVE the OWNERS/DEVELOPERS may at his own discretion form a Maintenance Housing Society and simultaneously execute conveyance of the respective units in favour of the Flat holders individually at the cost of Flat holders towards Stamp Duty and Registration Fee (which shall be payable as per actuals).

(c) From the date of execution of this Agreement, the Purchasers shall be liable to bear and pay their share of taxes and outgoings in respect of the said property and the building constructed thereon, namely, local taxes, betterment charges and all other levies levied by the Village Panchayat Corlim or the concerned local authority and/or Government including water charges, insurance, charges for installation, repairs, user and maintenance of lifts as also for replacement thereof when necessary, building and common lights, repairs and salaries of clerks, bill collectors, watchmen / security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and buildings including the Common Amenities. Such taxes, levies and other charges shall be determined on the basis of the rates fixed by the Village Panchayat, Corlim or other local authority or Government for residential user of the said premises. The maintenance charges shall be initially determined by the OWNER/ DEVELOPER and subsequently on formation of the society / AoP/ company or any other corporate body, it shall be determined by the Managing Committee of such body.

(d) Until the Purchasers are admitted to the membership of a co-operative society or a corporate body or an AoP comprising of acquirers of flats / units in the said building, to be incorporated as herein provided, the Purchasers shall , prior to taking possession of the said premises, pay to “**CORLIM GRANDE RESIDENTS ASSOCIATION**”, towards their share of outgoings and maintenance charges, an advance maintenance equivalent to 2 year’s maintenance, which shall be utilized for payment of outgoings and maintenance charges.

(e) The advance maintenance so paid by the Purchasers to the Association shall not carry any interest and remain with the Association subject to payment there from of the proportionate outgoings and maintenance charges, until the Purchasers are admitted as members of proposed society / AoP/ corporate body.

(f) The Purchasers have checked and satisfied himself /herself/themselves with regard to all the amenities, fittings and fixtures installed in the said premises and the specifications and quality thereof. The Purchasers shall not be entitled to raise any objection or grievance with regard to the quality, quantity, specifications or the nature of the amenities, fittings and fixtures installed in the said premises hereafter. The Developer shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Complex.

(g) The Purchasers hereby undertake to pay his/her/their share of the aforesaid taxes, charges and outgoings on Annual basis in advance directly to the “**CORLIM GRANDE RESIDENTS ASSOCIATION**” until management of the said building and the common amenities has been handed over to a co-operative society / AoP / corporate body by the Owner after the sale of all the flats / units in all the buildings constructed on the said property.

(h) The Purchasers shall, within a period of ten days from receipt of a written demand from the Owner / Developer, sign and execute the requisite application and other documents and papers necessary for becoming a member of an AOP / Co-operative Society / Limited Company / Condominium or any other Corporate Body of acquirers of flats / units in the said building which may be formed or incorporated by or under the directions of the Owner/ Developer. The Purchasers agree to abide by and observe the bye-laws, rules and regulations of such body on being admitted as a member thereof.

(i) The Purchasers shall further pay, within seven days from the date he/she/they is/are called upon to do so by the Owner / Developer, proportionate contribution / share of expenses / deposits payable, costs, charges and expenses for formation and registration of the proposed society / corporate body and in respect of share money and application / entrance fee of the proposed society / corporate body.

(j) The Owners have informed the Purchasers and the Purchasers are aware that the Owners will form separate societies of flat acquirers for each of the buildings constructed by them on the said property or may form a common society for more than one building out of such buildings and that the societies so formed and registered may form and / or register an apex body or society or an association inter alia for management of common areas and administration of the said property. Likewise, the Second and Third Owners of Plot B and Plot C respectively will also form and register separate societies of flat acquirers for each of the buildings constructed by them on their respective properties or may form a common society for more than one building out of such buildings. On completion of the development of all the three properties and after formation of societies of acquirers of flats in the buildings constructed/ to be constructed on the said three properties, the Owners along with the owners of Plot B and Plot C will form an Association of Persons (“**AoP**”) comprising of all the societies wherein there will be an equal representation in the management thereof and

in the voting rights therein for each of the three properties i.e. the societies comprised in the First Property will have 1/3rd representation and voting rights, the societies comprised in the Second Property will have 1/3rd representation and voting rights, and the societies comprised in the Third Property will have 1/3rd representation and voting rights. Instead and in lieu of AoP referred to hereinabove, the Owners may form an apex society (“**Apex Society**”) comprising of all the societies to be incorporated for the buildings to be constructed on the said three properties. Such AoP or Apex Society will look after, coordinate and manage the administration and maintenance of the Common Amenities to be provided in pursuance of the Common Amenities Agreement referred to hereinabove and the societies comprised in each of the three properties shall jointly have 1/3rd representation and voting rights in such AoP or Apex Society.

(k) In the event the Purchasers commit default in payment of their proportionate share of outgoings and maintenance charges, the Purchasers will be liable to pay interest thereon at the rate of 18% per annum.

(l) The Purchasers agree and undertake not to obstruct or interfere in any manner with the formation of such AoP or Apex Society or the management and administration thereof.

(m) The Purchasers shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which they are delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Village Panchayat Corlim and all other authorities and local bodies and of the society / AOP / corporate body to be formed as mentioned above and shall be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms, conditions and covenants contained in this Agreement.

(n) The Purchasers hereby agree that in the event of any amount becoming payable by way of levy or premium or betterment charges or any other payment of a similar nature to the local Authority or to the State Government in respect of the said property and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchasers /flat holders and other acquirers of flats in the building to the Owners / Developers in proportion to the areas of their respective premises in the said building.

(o) The Flat holders shall pay a two year maintenance charge in advance (additional 50% for the terrace flats) as per the applicable charges at the time of taking possession of the said premises from the OWNER/DEVELOPERS. Possession of the Flat will be handed over only after two year maintenance charge is received in the name of “**CORLIM GRANDE RESIDENTS ASSOCIATION**” by the OWNERS/DEVELOPERS in advance. This monthly maintenance charge would cover the panchayat tax and other local taxes of the common areas, maintenance of the common areas including Club House, Swimming pool, Gardens and landscaped areas, security charges, common electricity bill and water bill and general maintenance of the common area. The monthly maintenance charge shall be borne by the Flat holders, from the date of receipt of Occupancy Certificate from the concerned department/fit out possession whichever comes earlier, irrespective of whether the Flat holders have taken possession of the said Flat or not. The OWNER/DEVELOPER shall not be liable to bear/pay any maintenance expenses on the unsold flats.

(p) Any taxes, charges or outgoings levied by the Panchayat / Municipality / Corporation or any other Competent Authority exclusively pertaining to the said Flat including GST on maintenance shall be borne and paid by the Flat holders, from the date of Occupancy Certificate or any other subsequent date, irrespective of whether the Flat holders have taken possession of the said Flat or not.

(q) Common facilities and amenities of the complex constructed / proposed to be constructed shall be enjoyed by all the Flat holders holding flats constructed on Survey No.124/1 i.e. **Plot A**, Survey No.124/1-A i.e. **Plot C** and Survey No.124/1-B i.e. **Plot B**. The OWNER / DEVELOPER have informed the Flat holders/ Purchasers and the Flat holders / Purchasers are aware that the OWNER / DEVELOPER have entered into a Common Amenities sharing agreement dated 4th December 2014 with owners / developers of adjacent plots i.e. **Plots B and A on which** also Residential complexes are constructed / being constructed. The said Common Amenities Sharing Agreement shall be binding on all the owners / developers and all their respective flat holders including the FLAT HOLDERS herein. The cost of maintenance of the said common facilities and amenities shall be borne and paid by all the flat holders holding flats in **CORLIM GREENS** and the other two residential complexes which are constructed / being constructed on the adjacent **Plots B and A, as per the rules set by the managing committee of "CORLIM GRANDE RESIDENTS ASSOCIATION"**

(r) It is expressly agreed by and between the parties hereto that the servants' toilets provided in the buildings on the said property are meant to be and shall be used by the servants and staff of the acquirers of flats in the respective buildings and shall be maintained by them.

6. VARIATION IN PLANS:-

The Owners / Developers have informed the Purchasers and the Purchasers are aware that the Owners may at their absolute discretion or as required by the concerned authorities, from time to time, shall be entitled, and are hereby permitted to amend / modify / revise the approved / sanctioned plan and obtain sanction and approval for the same from the concerned authorities or make such variations and alterations in the building plans or in the elevation

of the building and/or varying the location of the access to the building provided it does not adversely affect the internal layout of the said Flat.

(a) It is further agreed by the Owners that the Owners shall obtain prior consent in writing of the Purchasers in respect of any variation or modification in the building plans which may adversely affect the area of the said premises agreed to be purchased by the Purchasers. The Purchasers hereby agree/s to give all the facilities and assistance that the Owners may require from time to time, but at the cost and expenses of the Owners, so as to enable the Owners to complete the variation or modification in the building plans in the manner that may be determined by the Owners.

(b) In the event, the Floor Area Ratio ("FAR") of the said property is increased or any additional FAR is permitted or permissible for utilisation on the said property hereafter due to change in the policy of the Government or Village Panchayat, Corlim or any other body or authority or under any law, Rules or Regulations including but not limited to the Development Control Regulations and Rules of the Village Panchayat Corlim by virtue whereof additional floors or floors having larger area can be constructed on the said property, the Owners / developers will be fully and absolutely entitled to utilise such additional FAR on the said property without any obstruction or interference from the Purchasers. The Purchasers hereby irrevocably agree/s and give/s his/her/their irrevocable consent to the Owners to carry out amendments, alterations, modifications and/or variations in respect of the said building/s / premises. The OWNER/DEVELOPER shall be entitled to unilaterally revise the specifications relating to the exterior / elevation of the said building and/or all common structures/ areas/ amenities in and around the said building, except for amenities and / or items specified by the OWNERS/DEVELOPERS in **Schedule I** herein.

(c) The Owners shall have a right, until disposal of all the flats in the said building, to make additions or alterations in the buildings constructed on the said property as per sanctioned plans or amendments thereof.

(d) The Developer have further informed the Purchasers that the Developers will have an absolute discretion and option, subject to the Development Control Regulations of the said authorities, to sub-divide the said property and/or amalgamate the same with any other adjoining land and to carry out the development thereof in such manner as the Developers may deem fit and proper;

(e) The Developers have informed the Purchasers and the Purchasers are aware that the Developers will be entitled to amend and/or revise and/or vary or modify the said sanctioned Plan as stated hereinabove to the extent the Developers may consider the same to be necessary or expedient from time to time and/or as may be required by the concerned local authorities / government, provided however that by reason thereof the area proposed to be acquired by the Purchasers/s will not be reduced.

7. TRANSFER:-

(a) Nothing contained in these presents is intended to be nor shall it be construed to be a grant, demise or assignment in law of the said Flat or of the said Property or any part thereof.

(b) The Purchasers shall have no claim, save and except in respect of the said flat hereby agreed to be allotted to him / her/them. Save as mentioned hereinabove, all the open spaces, lobbies, staircases, terraces, recreation spaces, etc. will, subject to the provisions hereof, remain the property of the Owners / Developers till such Society /AoP / Company is formed and the said building is conveyed to it.

(c) The Flat holders/ Purchasers shall not let, sub-let, sell, transfer, assign or part with his/her/their interest under or benefit of this Agreement or part with delivery of the said Flat till he / she receives the possession of the Flat from the OWNER/DEVELOPER and until all the dues payable by him/her/them to the OWNER/DEVELOPER under this Agreement are fully paid up and that too only if the Flat holders / Purchasers have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing from the OWNER/DEVELOPER.

However the OWNER/DEVELOPER at their discretion may grant permission to transfer the said Flat in favour of any other party on payment of a transfer fee of Rs. 150/- per Sq. Ft. to the OWNER/DEVELOPER and subject to approval of the prospective buyer after an interview with the OWNER/DEVELOPER. Once the possession of the flat is taken by the Purchasers, and in event of any subsequent transfer of the flat by the Purchasers, the Purchasers shall pay the transfer fees of Rs. 150/- per sq.ft for such transfer to the Common Maintenance Fund account.

8. COVENANTS BY THE PURCHASERS

The Purchasers for himself/herself/themselves, with an intention to bring all persons into whose hands the said premises may come, does/do hereby covenant with the Owners as follows:

(a) Not to demolish or cause to be demolished the said premises 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 said premises or any part thereof, , nor any alteration in the elevation and outside colour scheme of the building in which the said premises are situated and not to affix or attach any box-grills of whatsoever materials and nature or any other type of attachment to the walls of the said premises and shall keep the sewers, drains, pipes in the said premises and 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 said premises are situated, shall not cause in any other manner damage to the columns, beams, walls, slabs, or RCC Pardis or other structural members in the said premises without the prior written permission of the Owners and/or the society / AoP / corporate body when registered;

(b) Not to enclose any balcony or terrace in the flat.

(c) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises are situated or any part thereof or any other building on the said property or any part thereof whereby any increased premium shall become payable in respect of the insurance;

(d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the said premises are situated;

(e) 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 any other public body or authority on account of change of user of the said premises by the Purchasers for any purpose other than for residential purpose, provided however that by virtue of such bearing or paying increase in local taxes etc., the Purchasers shall not have a right nor shall the Purchasers be deemed to have been empowered or authorised or condoned to change the user of the said premises for any purposes other than residential in respect of the said flat and other than a car parking space in respect of the said car parking space, without the express written consent of the Owners / co-operative society / company / corporate body and such change of user, if any, shall not be deemed to have been condoned or authorised or regularized by reason of such payment;

(f) Not to let, sub-let, transfer, assign or part with Purchasers' interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchasers to the Owners under this Agreement are fully paid up and even after such payment, only if the Purchasers have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have intimated in writing to the Owners with regard thereto;

(g) To observe and perform all the bye-laws, rules and regulations of the co-operative society / AoP/ corporate body to be incorporated as aforesaid 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 flats/units 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 the Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the co-operative society / AoP / corporate body regarding the occupation and use of the flats/units in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement;

(h) To permit the Owners and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon said premises or any part thereof to view and examine the state and condition thereof, after the possession of the said premises is handed over by the Owners to the Purchasers under this Agreement;

(i) To maintain the said premises at the Purchasers' own cost in good, tenantable repair and condition from the date the possession of the said premises is taken and not to do or suffer to be done in or to the building in which the said premises are situated or to the staircase or any passages or refuge areas anything which may be against the rules, regulations or bye-laws

of the concerned local or any other authority or change/alter or make addition in or to the building in which the said premises are situated and/or to the said premises or any part thereof;

(j) Not to store in the said premises any goods which are hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircases, common passages, lifts or any other part of the building in which the said premises are situated and in case any damage is caused to the building in which the said premises are situated or to the said premises on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for all the consequence of such breach;

(k) To carry out at his / her/ their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which the same are delivered by the Owners to the Purchasers and shall not do or suffer to be done anything in or to the building in which the said premises are situated or to the said premises, which may contravene the rules and regulations and/or bye-laws of the concerned local authority or other public authority, and in the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences thereof;

(l) To pay to the Owner within seven days of demand by the Owner his/her/their share of security deposit / Charges demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said premises are situated;

(m) Not to obstruct or interfere with or claim by himself/herself/ themselves or otherwise the exclusive rights of the Owners to grant to third parties licence or rights for putting up or installing logos, name boards, hoardings, advertisements, advertising boards, neon signs and/or any other kind of publicity materials or other installations including but not limited to relay stations, antenna, boosters and other equipments on the said property and/or the buildings constructed thereon and/or any part thereof and/or to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof.

(n) Not to put up any hoardings (with or without illumination or neon signs) or cable network stations, mobile or cellular phone towers or stations etc. on the said property or any part thereof or on or over any of the buildings on the said property or on layout roads or otherwise howsoever.

9. GENERAL:-

(a) The Owners shall always be entitled to sign on behalf of the Purchasers, undertakings and indemnities required by the Village Panchayat, Corlim or any State or Central Government authority or Competent Authority under any law concerning construction of building and/or for implementation of any scheme of development of the said property. The Purchasers hereby expressly agree/s to ratify, confirm and abide by and fulfil any such undertakings and indemnities executed or given by the Owners.

(b) It is agreed that the said building in which the said premises are situated has been named as aforesaid and the Complex has been named **CORLIM GREENS** and that the acquirers of premises in the said building shall not be entitled to change the said names in any manner whatsoever.

(c) It is expressly agreed by and between the parties hereto that after the possession of the said building has been handed over by the Owners / developers to the co-operative society / AoP / company / corporate body to be

incorporated as aforesaid, the Owner will not be liable or responsible in any manner whatsoever for any loss or damage of any nature whatsoever caused to or incurred or suffered by the Purchasers and/or any other flat/unit Purchasers and/or the co-operative society /AoP/ company / corporate body to be incorporated, as a result or by reason of lack of proper and regular repairs to and maintenance of the said building constructed on the said property and/or as a result or by reason of any act of God including floods, fire, earthquakes and all other calamities, nor will the Owner / Developer be liable in any manner whatsoever for or on account of failure of such co-operative society / company / corporate body to be incorporated or any of its members including the flat/unit purchasers in the said building to take out adequate insurance Policy in respect of the said building.

(d) The Purchasers hereby declare that after having read and understood the contents of the aforesaid documents and seen, read and understood the recitals herein and the Annexures hereto including the Plans referred to herein and bearing in mind all the information given herein and disclosures made by the Owners and having understood all the terms, conditions and covenants contained in this Agreement together with the Annexures attached hereto including the various undertakings given to the Village Panchayat Corlim and other concerned authorities from time to time, the Flat holders / Purchasers are entering into this Agreement for the purchase of the said FLAT with full knowledge thereof and of his / her / their free will subject to what is stated in the aforesaid recitals herein and also subject to the terms, conditions and covenants contained in this Agreement and further subject to the terms, conditions and covenants contained herein as will be applicable to and binding upon the co-operative society / AoP /company / corporate body to be incorporated and the Owners / Developers are entering into this Agreement for the sale of the said premises to the Flat holders / Purchasers, relying upon the statements made and assurances given by him/her/them to the Owner / Developer.

(e) The Owner/ Developer shall always have and shall be deemed to have full, absolute and exclusive right to sell and/or dispose of the unsold flats / units / car parking spaces in the said building and also in the remaining buildings on the said property at all times. The Purchasers herein and other acquirers of flats / units in the said building will not be entitled to and will not raise any objections to or interfere with such sale or disposal. The Owner will, however, have the option to become members of such co-operative society /AoP / company / corporate body to be incorporated if they so desire, until the sale of such premises hereafter. It is further clearly agreed and understood that the Owner shall have good right, full power and absolute authority to sell or dispose of the unsold units in the building constructed on the said property by the Owner for residential use.

(f) It has been expressly agreed between the parties hereto that the Owner will always have the right to permit the Electricity Supply Company or any other authority to install and/or put up on a portion of the said property a sub-station as may be required by the Electricity Supply Company and/or Village Panchayat, Corlim and/or any other authority and if so required, to commit or grant a lease or leave and licence in respect of a portion of the said property or set aside a portion of the said property for any such purpose.

(g) The Flat holders confirm having taken inspection, to their full satisfaction, of the requisite documents of title to the said Property and of the plans / approvals / license / Occupancy Certificate relating to the said Flat and the building and all other documents referred to hereinabove. The Purchaser / Flat Holder is aware that the Owner / Developer is developing / developed **THE SAID PROPERTY** as a housing Project wherein the carpet area of each residential unit in the housing project does not exceed sixty square meters excluding the terraces and balconies calculated as per the RERA Act. The Purchaser / Flat Holder undertakes not to include the

balcony / terraces in the flat. The Flat holders also confirm having taken physical inspection of the said Plot and the plans of the said Flat and satisfied themselves as to its size, area, location and dimensions.

(h) The Flat holders shall be bound to sign all the papers and documents and do all the things and matters as the OWNER/DEVELOPER may require from him/her from time to time in this behalf for safeguarding, inter alia the interest of the OWNER/DEVELOPER and the Flat holders.

(i) The Flat holders hereby confirm the following to the OWNER/DEVELOPER :

The Flat holders'

- 1) Email address: -----
- 2) Mobile no.: -----
- 3) Postal address: -----

(j) The Flat holders further confirm that they shall also, from time to time notify any change in any of the aforesaid in writing to the OWNER/DEVELOPER. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Courier, Regd. A.D. or Under Certificate of Posting or by facsimile or by email shall be deemed to have been lawfully served upon the Flat holders.

(k) In the event the Flat holders commit breach of any of the terms and/or conditions of this Agreement, the Owner/Developer may, by giving a notice in writing to the Flat holders without prejudice to rights and remedies available, terminate / cancel this Agreement. In the event of termination/cancellation of this Agreement, the entire booking amount shall stand forfeited.

(l) If at any time the Floor Area Ratio presently applicable to the said property is increased, such increase shall exclusively enure for the benefit of the Owner/Developer alone without any rebate to the Flat holders.

(m) Any delay tolerated or indulgence shown or given by the Owner / Developer in enforcing the covenants, undertakings, terms and conditions contained herein and to be observed, performed and complied with by the Purchasers or any forbearance or giving of time to the Purchasers by the Owners / Developers, shall not be construed as a waiver on the part of the Owner / Developer of any breach or non-compliance of any of the terms and conditions herein contained by the Purchasers nor shall the same in any manner prejudice the rights of the Owner / Developer.

(o) Notwithstanding what is stated herein, the parties hereto declare that this Agreement is an Agreement of Sale of the said Premises and not a construction agreement and/or works contract and /or service contract as the property shall vest only with the Owners and the same shall pass on to the co-operative society / AoP / corporate body to be incorporated only on the execution of a Deed of Conveyance in respect thereof.

(p) It is expressly agreed by and between the parties hereto that after the sale / disposal of all the flats in all the buildings on the said property and after formation and registration of separate societies /Common society /AoP / companies / corporate bodies for the buildings constructed on the said property, the Owner will execute a Deed of Conveyance of the said property along with the buildings constructed thereon jointly in favour of all the co-operative societies to be incorporated under the provisions of the Goa Co-operative Societies Act or in favour of an Association of such societies which may be formed by the Owner or in favour of a corporate body / bodies comprising of all the acquirers of flats / units in the said buildings. All the costs, charges and expenses in respect of such Deed of Conveyance and

registration thereof and all other incidental expenses shall be borne and paid by all the acquirers of flats / units in the said buildings including the Purchasers herein in proportion to the areas of their respective flats / units. The Purchasers shall also be liable to pay proportionate costs, charges and expenses including stamp duty and registration charges payable in respect of such Deed of Conveyance and other incidental expenses with regard thereto.

(q) All disputes which may arise between the parties out of 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 and all such disputes and the subject matter thereof shall be governed by or be subject to or under the jurisdiction of courts in Panjim, Goa.

10. Possession of the said flat is not handed over on this date and shall be delivered at the time of proper Deed of Conveyance/Deed of Sale.

SCHEDULE - I

SPECIFICATIONS:

- Good quality passenger lift.
- R.C.C. framed structure, with laterite stone masonry, sand finished external cement plaster, painting in oil bound distemper for interiors and snowcem (or equivalent) for exteriors.
- Entrance quality paneled door with brass fittings.
- Elegant tiling for entire apartment: Vitrified in Living Room and Porcelain in Bed Rooms.

- Concealed electrical and television cables, good quality switches/ plugs for entire apartment.
- Installation of electrical safety devices like miniature circuit breakers.
- Premium quality sanitary ware, taps and other fittings/ accessories in the bathroom.
- Polished granite counter with stainless steel sink for the kitchen.
- Adequate electrical and plumbing points for the fridge, oven and washing machine in the kitchen.
- Elegant entrance lobby with individual covered parking space in the area under stilts.
- Ornamental shrubs, lawn, garden lamps in the garden.

SCHEDULE II

All that part and parcel of land admeasuring 3990m² known as Plot C being a part of the larger property known as GAVOI also known as GALLY and GOVEL situated at Corlim, within the limits of Village Panchayat Corlim, Tiswadi Taluka, Registration Sub-District of Ilhas, District North Goa in the State of Goa, not described in the Office of Land Registrar Ilhas but is enrolled in the Taluka Revenue Office under no. 111 and surveyed under no.124/1 of Corlim and is bounded as under:-

Towards the North: By Sy.no.124/1 of Village Corlim

Towards the South: By road

Towards the East: By Sy.no.124/1 of Village Corlim

Towards the West: By Sy.no.124/1 of Village Corlim

SCHEDULE III

- 1) Flat admeasuring **Carpet area** ----- sq.mt (-----sq.ft.)/
built up area -----sq.mts. (----- sq.ft) **alongwith**

- 2) **Balconies** admeasuring Carpet area ----- sq.mt (-----
sq.ft.)/ **built up area** -----sq.mts. (----- sq.ft) and
- 3) **Open terrace** admeasuring Carpet area ----- sq.mt (-----
---sq.ft.)

Having flat no. _____ on the _____ **floor** in the **Building** named ----- in project known as **“CORLIM GREENS”** constructed on the plot described in Schedule II above, marked in red coloured boundary lines on the plan attached hereto with one car parking space.

SCHEDULE IV

SCHEDULE OF PAYMENT

1. On Booking	:	3,00,000/-
2. Within 20 days of Booking	:	0,000/-
3. On Plinth	:	,000/-
4. On Commencement of 1 st slab	:	0,000/-
5. On Commencement of 2 nd slab	:	0,000/-
6. On Commencement of 3 rd slab	:	0,000/-
7. On Commencement of 4 th slab	:	0,000/-
8. On Commencement of 5 th slab	:	0,000/-
9. On Masonary	:	0,000/-
10. On External Plaster	:	0,000/-
11. On Tiling	:	,000/-
12. On Possession	:	,000/-
TOTAL	:	RS.,00,000/-

SIGNED AND DELIVERED)
By the within named Owners/Developers
Of the First Part

1. MR. KAUSSHAL BAGADIA for CALVIN PROPERTIES.,

L.H. Thumb Impression	R.H. Thumb Impression

SIGNED AND DELIVERED)

By the within named FLAT HOLDER
Of the Second Part

(2) MR. -----

L.H. Thumb Impression	R.H. Thumb Impression

Witness:

1. _____

2. _____