

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made in Registration Sub-District Ponda, State of Goa, on this day of, 2018.

B E T W E E N

M/S. KUNAL CONSTRUCTION CO., a Proprietary firm, through its Prop. **MR. UMESH GURUNATH KERKAR**, son of Shri. Gurunath S. Kerkar, age **58** years, married, business, holding PAN Card bearing No. **AABPK5838M**, Indian National Inhabitant, having its office at T-1, ROYAL HOUSE, 3rd Floor, Kaziwada, Ponda, Goa 403401, hereinafter called the “**BUILDER/VENDOR**” (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its heirs, executors, administrators, assigns and legal representatives) of the **FIRST PART**;

The Vendor hereby represented in this deed by his Attorney Holder Shri. Naresh G. Kerkar, S/o. Shri. Gurnath Shantaram Kerkar, aged 59 years, Occupation SERVICE, Indian National Inhabitant, resident at S4 Naguesh, Sukhshanti Garden CHS Ltd., 2nd Floor, Priol Village, Sime Pine, Mangueshi, Ponda, Goa 403404, duly constituted Power of Attorney dated 21st April, 2010, executed before the Notary Public C. G. D'Costa, Reg. No. 30220, Notary Ponda, State of Goa, Xerox certified copy enclosed.

A N D

1. MRS....., daughter of and wife of Mr....., agedyears, married, Service, holding PAN Card No....., Aadhaar card No....., Mobile No..... and her husband,

2. MR....., son of, aged years, married, Service, holding PAN Card No....., Aadhaar Card No....., Mobile No., hereinafter called the **“PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS :

WHEREAS there exists a part and parcel of land identified as **‘MAHADEVA DONGRI KALIL TUCDA’** also known as **‘DEVRAYA BHAT’**, admeasuring an area of 8575 m² surveyed under Survey No. 95/1, situated at Veling, within the limit of Village Panchayat Veling-Priol, Concolim, Taluka & Registration Sub-District of Ponda, District Of North Goa, which whole property described in the office of Land Registrar under No. 1556 of Book B/4(New) and enrolled in the Land Revenue Office under No. 189, which property is hereinafter referred to as the **“SAID PROPERTY”** and more particularly described in detail in the **SCHEDULE-I**.

AND WHEREAS the said plot was originally owned and enjoyed by one Mr. Xencora Ramchandra Naique Sancoalcar alias Xencora Ramchandra Naique and his wife Parvotybay alias Parvatibai Xencora Naique.

AND WHEREAS said Mr. Xencora Ramchandra Naique Sancoalcar died on 11/08/1948, and his wife Parvotybay alias Parvatibai Xencora Naique died on 14/05/1963, leaving behind as their only son and legal heir Mr. Ramchandra Naique Sancoalcar married to Sundorem alias Sita Naique alias Sitabay.

AND WHEREAS said Mr. Ramchandra Naique Sancoalcar died leaving behind his widow Sundorem alias Sita Naique alias Sitabay.

AND WHEREAS said Sundorem alias Sita Naique alias Sitabay died leaving behind legal heirs:-

- a) Caveribai Ramchandra Naique alias Camalabai Esvonta Sinai Curchrcar married to Esvonta Venctexa Sinai Cuchorcar,
- b) Vijayabai Ramchandra Naique alias Vijayabai Ramanata Sinai Xetio married to Ramanata Venctexa Sinai Xetio,
- c) Camaladevi Dinanata Rau alias Camalabai Ramchandra Naique married to Dinanta Shivrama Naique,
- d) Balacrishna Ramchandra Naique married to Xalini Shivram Rau alias Xlinibai Balcrishna Naique, and
- e) Gopal Ramchandra Naique

AND WHEREAS Gopal Ramchandra Naique died on 04/08/1976, in the status of un-married leaving behind remaining legal heirs of Sitabay as his only legal heirs.

AND WHEREAS intems of Deed of Relinquishment dated 27/11/1976, said Caveribai Ramchandra Naique alias Camalabai Esvonta Sinai Curchrcar, Vijayabai Ramchandra Naique alias Vijayabai Ramanata Sinai Xetio, Camaladevi Dinanata Rau alias Camalabai Ramchandra Naique together with spouses Relinquished

their right to inheritance of their parents and parents in law Shri. Gopal Ramchandra Naique.

AND WHEREAS the said Balcrishana Ramchandra Naique and his wife thus became the absolute owners in the lawful possession of the said plot.

AND WHEREAS in terms of Agreement for Sale dated 16/11/1995, said Balcrishana Ramchandra Naique and his wife agreed to sell the said plot infavour of Dr. Ulhas Shripad Kaisare and Dr. Shyam Vinayak Bhandary.

AND WHEREAS in terms of two Deeds of Sale both dated 22/10/1996, said Balcrishana Ramchandra Naique and his wife sold and transferred infavour of Dr. Ulhas Shripad Kaisare and Dr. Shyam Vinayak Bhandary Half of the un-divided right and share (each) of the said plot.

AND WHEREAS in terms of Deed of Sale dated 12/11/2007, registered before Sub-Registrar of Ponda, Dr. Ulhas Shripad Kaisare and Dr. Shyam Vinayak Bhandary along with their spouses sold to M/s. Navelkar Landmarks the said plot.

AND WHEREAS in terms of Deed of Sale dated 29/02/2008, registered before Sub-Registrar of Ponda under Registration No.581 at pages 238 to 258 of Book No. I, Volume No. 1247 dated 18/03/2008, M/s. Navelkar Landmarks, taking Mrs. Smita Harish Navelkar as the Confirming party sold and transferred the said plot in favour of Mr. Mahesh Ramakant Adwalpalkar.

AND WHEREAS by Deed of Sale dated 04.03.2010, registered with the Sub- Registrar of Ponda, under no. 553, at pages 92 to 118 of Book No. I, Volume 1576, the abovenamed Mr. Mahesh Ramakant Adwalpalkar and his wife Mrs. Jyoti Mahesh Adwalpalkar sold the said property to Mr. Umesh Gurunath Kerkar, Proprietor of M/s. Kunal Construction Co.

In view of the above, Mr. Umesh Gurunath Kerkar, Proprietor of M/s. Kunal Construction Co, The Vendor herein, is now seized and possessed and otherwise entitled and absolute owner of the said property. It is stated that The Vendor has clear and marketable title of the said property and the same is free from all encumbrances.

AND WHEREAS Mr. Mahesh Adwalpalkar obtained the Sanad from the Office of the Collector, Panaji, Goa under No. RB/CNV/PON/33/2009 Dated 08.02.2010.

AND WHEREAS on 30.04.2010 the Builder/Vendor obtained Construction License from the Village Panchayat of Veling-Priol-Gunceliom vide Construction License No. VP/VPK/Const.of Resi./Buil./2010-2011/03 dated 30.04.2010 for the construction of the Building No. 1, 2, 3 & 4 in the **SAID PROPERTY**.

AND WHEREAS on 11.02.2013 the **Builder/Vendor** renewed the said Construction License from the Village Panchayat of Veling-Priol-Gunceliom vide Construction License No. VP/VPC/Reg, Renewal/2012-13/4261 dated 11.02.2013 for the construction of the Building No. 3 & 4 in the **SAID PROPERTY**.

AND WHEREAS the **Builder/Vendor** designed plans of the buildings duly approved by Town & Country Planning Department, Ponda, Goa approval letter No. TPP/CONST/VELINGS/95/1/10/515 dtd. 16.04.2010.

AND WHEREAS the **Builder/Vendor** Proposed Revision of Residential Building No. 3 and Regularization of Building No. 1, 2 and 4 and plan of the buildings was duly approved by Town & Country Planning Department, Ponda, Goa approval letter No. TPP/2491/veling/95/2015/1154 Dated 11.09.2015 and therefore Village Panchayat of Veling-Priol-Cuncoliem granted the permission vide Construction License Reference No.

VP/VPC/Const.Lic.Revised/2015-16/2091 dated 30.09.2015 for the construction of the Buildings in the **SAID PROPERTY**.

AND WHEREAS the Office of the Primary Health Center issued the No Objection Certificate for Construction under No. PHCM/09-10/NOC/93 Dated 22.04.2010.

AND WHEREAS the Architect Mr. Jayesh Phadte, having No. AR/0039/2010 has issued an estimate for construction of a Residential Building in the above Survey No.95/1 of village Veling.

AND WHEREAS the **Builder/Vendor** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **Builder/Vendor** accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above deeds of conveyance executed the **Builder/Vendor** has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the **Builder/Vendor** on the project land and to enter into Agreement/s with the Purchaser/s(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the **Builder/Vendor** has since started the execution of construction of the Buildings in the proposed complex named as “**SUKHSAMRUDDHI SANKUL**” being constructed in the said property.

AND WHEREAS the **Builder/Vendor** has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as “**SUKHSAMRUDDHI SANKUL**” being constructed in the said property.

AND WHEREAS on demand from the Purchaser/s, the **Builder/Vendor** has given inspection to the Purchaser/s of all the

documents of title relating to the project land and the plans, designs and specifications prepared by the **Builder/Vendor** Architects Mr. Jayesh Phadte and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under; and the Purchaser/s has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Advocate Shri. Harshad M. Deshpande , 168/B Vaidyawadi, Ram Mandir, Thakurdwar Road, Mumbai 400002 dated 25.03.2010, showing the nature of the title of the **Builder/Vendor** to the project land on which the apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the **Builder/Vendor** and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the **Builder/Vendor** has got requisite approvals, applicable as on date, from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **Builder/Vendor** while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the **Builder/Vendor** has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser approached **Builder/Vendor** to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential Flat bearing No., situated on the Floor admeasuring an area of sq. mtrs. Built-up, of the Building **GODAVARI**, Building No. '3', in the complex named "**SUKHSAMRUDDHI SANKUL**" on ownership basis, hereinafter the flat is referred to as "**THE SAID FLAT**" described in the Schedule-II hereunder written and shown in the plan annexed and the **Builder/Vendor** has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations 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 hereinafter;

AND WHEREAS, prior to the execution of these presents the Purchaser/s has paid to the Builder/Vendor a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Builder/Vendor to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Builder/Vendor both hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Builder/Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Builder/Vendor has register the project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no.

AND WHEREAS, under section 13 of the said Act the Builder/Vendor is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and 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 Builder/Vendor hereby agrees to sell and the Purchaser/s hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

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

1. The Builder/Vendor shall construct the said building/s consisting of lower ground floor and ground/ stilt, /....., and three upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Builder/Vendor shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Purchaser/s hereby agrees to purchase from the Builder/Vendor and the Builder/Vendor hereby agrees to sell to the Purchaser/s Apartment No. of the type of carpet area admeasuring sq. metres. The apartment shall also have an exclusive carpet area of balcony of sq. metres with an exclusive terrace area sq. metres, if any on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the the proportionate incidence of the 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.

(ii) Parking allotted (if any) to the said unit is exclusive/dedicated parking, single parking only and is on first come first serve basis.

(iii) The units which have been allotted parking will be sold/allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

(iv)The Purchaser/s hereby agrees to purchase from the Builder/Vendor and the Builder/Vendor hereby agrees to sell to the Purchaser/s covered parking/ Garage spaces bearing Nos. ____ situated at _____ lower ground floor and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

- 1(b) The total aggregate consideration amount for the apartment including covered car parking space is thus Rs./-.
- 1(c) If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an amount of Rs./- (Rupees only) without any further amount by way of interest or otherwise.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/Vendor 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 Builder/Vendor) up to the date of handing over the possession of the [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 increase in charges/taxes or other which may

be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder/Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder/Vendor 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/s, which shall only be applicable on subsequent payments.

- 1(f) The Builder/Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/s by the Builder/Vendor.
- 1(g) The Builder/Vendor shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder/Vendor. If there is any reduction in the carpet area within the defined limit then Builder/Vendor shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Builder/Vendor shall demand additional amount from the Purchaser/s as per the

next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs -----/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.
- 1(i) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs -----/- as a non refundable amount towards legal charges.
- 1(j) The Purchaser/s authorizes the Builder/Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder/Vendor may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Builder/Vendor to adjust his payments in any manner.

Note : Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Builder/Vendor 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 Apartment to the Purchaser/s, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Builder/Vendor as well as the Purchaser/s. The Builder/Vendor shall abide by the time

schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchaser/s have paid all the consideration and other sums due and payable to the Builder/Vendors as per the agreement. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder/Vendor as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The Builder/Vendor hereby declares that the Floor Area Ratio available as on date in respect of the project land is 8575 square meters only and Builder/Vendor has planned to utilize Floor Area Ratio by availing of TDR or FAR 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 Builder/Vendor has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Builder/Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder/Vendor only.
- 4.1 If the Builder/Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Purchaser/s, the Builder/Vendor agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the

Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Builder/Vendor, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Builder/Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Builder/Vendor.

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

Provided further that upon termination of this Agreement as aforesaid, the Builder/Vendor shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder/Vendor) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the Purchaser/s to the Builder/Vendor and the Builder/Vendor

shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Builder/Vendor in the said building and the Apartment as are set out in Annexure, annexed hereto.
6. The Builder/Vendor shall give possession of the Apartment to the Purchaser/s on or before..... day of20..... If the Builder/Vendor fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Builder/Vendor shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builder/Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder/Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the 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(A) Procedure for taking possession - The Builder/Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the [Apartment], to the Purchaser/s in terms of this Agreement to be taken within one month from the date of issue of such notice and the Builder/Vendor shall give possession of the

[Apartment] to the Purchaser/s. The Builder/Vendor agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder/Vendor. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Builder/Vendor or association of Purchaser/s, as the case may be. The Builder/Vendor on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

- (B) Transfer charges are applicable at the rate of Rs.-----/- sq. mt. Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.
- 7.2 The Purchaser/s shall take possession of the Apartment within 15 days of the written notice from the Builder/Vendor to the Purchaser/s intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Purchaser/s to take Possession of [Apartment] upon receiving a written intimation from the Builder/Vendor as per clause 7.1, the Purchaser/s shall take possession of the [Apartment] from the Builder/Vendor by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Builder/Vendor shall give possession of the [Apartment] to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to

the management and maintenance of the said Project and the building thereon.

- 7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Builder/Vendor any structural defect in the Apartment or the building in which the 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 Builder/Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builder/Vendor, compensation for such defect in the manner as provided under the Act. In case the Purchaser/s carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Builder/Vendor shall not be liable to rectify or pay compensation. But the Builder/Vendor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.
8. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser/s along with other Purchaser/s(s) of 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 Builder/Vendor 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 bye-laws of the proposed Society and duly fill in, sign and return to the Builder/Vendor within seven days of the same being forwarded by the Builder/Vendor to the Purchaser/s, so as to enable the Builder/Vendor to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s 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 Builder/Vendor to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s 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/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 association of Purchaser/s is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Builder/Vendor such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Builder/Vendor provisional monthly/yearly contribution of Rs. -----/- per annum towards the outgoings. The Purchaser/s 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/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Builder/Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builder/Vendor, 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 (GST on Maintenance Charges) and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. -----/- for deposit towards two years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. -----/- For Deposit towards Electric connection charges
- (vi) Rs. -----/- for electricity Meter Charges
- (vii) Rs. -----/- For Water Meter Charges
- (viii) Rs. -----/- for deposits of electrical receiving, transformer Charges
- (ix) Rs. -----/- as legal charges.
- (x) Rs. -----/- as infrastructure Tax.
- (xi) Rs. -----/- as Corpus in respect of the Society Deposit or Limited Company/Federation/ Apex Body.
- (xii) Rs. as Stamp Duty and Registration Charges.

(xiii) The Purchaser hereby agrees to pay a GST, if any, levied by the government will be borne and paid on agreement value and cost of additional amenities in addition to the above payments in respect of their Flat No. _____ on _____

Floor, the building known as **GODAVARI**, Building No. 03

admeasuring built-up area_____sq. meters. It may be further noted that the calculation of GST is based on rates, rules and regulations as are currently applicable which could be subject to change from time to time as per the applicable government policy.

11. The Purchaser/s shall pay to the Builder/Vendor a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Builder/Vendor 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 and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Builder/Vendor, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Builder/Vendor, the Purchaser/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/VENDOR :
 The Builder/Vendor hereby represents and warrants to the Purchaser/s as follows:
 - i. The Builder/Vendor has clear and marketable title with respect to the project land; 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 Builder/Vendor 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 except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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/wing shall be obtained by following due process of law and the Builder/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Builder/Vendor 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/s created herein, may prejudicially be affected;
- vii. The Builder/Vendor 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 [Apartment] which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Builder/Vendor confirm that the Builder/Vendor is not restricted in any manner whatsoever from selling the said

[Apartment] to the Purchaser/s in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Builder/Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
 - x. The Builder/Vendor 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 Builder/Vendor in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builder/Vendor as follows :
- i. To maintain the Apartment at the Purchaser/s own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the 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 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Builder/Vendor to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the 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/s committing any act in contravention of the above provision, the Purchaser/s 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 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Apartment without the prior written

permission of the Builder/Vendor 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 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Builder/Vendor within fifteen days of demand by the Builder/Vendor, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the 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/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/s 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/s to the Builder/Vendor under this Agreement are fully paid up.

x. The Purchaser/s 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 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/s 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.

15. The Builder/Vendor shall maintain a separate account in respect of sums received by the Builder/Vendor from the Purchaser/s 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 Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Builder/Vendor until sold/allotted.
17. BUILDER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Builder/Vendor executes this Agreement he shall not mortgage or create a charge on the 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/s who has taken or agreed to take such [Apartment].
18. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Builder/Vendor does not create a binding obligation on the part of the Builder/Vendor or the Purchaser/s until, firstly, the Purchaser/s 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/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Builder/Vendor. If the Purchaser/s fails to execute and deliver to the Builder/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder/Vendor, then the Builder/Vendor shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s 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/S / SUBSEQUENT PURCHASER/S

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 Purchaser/s of the [Apartment], in case of a transfer, as the said obligations go along with the [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/s has to make any payment, in common with other Purchaser/s(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Purchaser/s.

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. The name of the scheme shall always remain “SUKHSAMRUDDHI SANKUL” which shall not be changed at any time in future even after the transfer / assignment/ conveyance of the property, premises and building to the Purchaser or other entity except with the written permission of the Vendor. The Vendor shall also be entitled, at all times and free of costs to exhibit his name/ logo at strategic places on the outer side of the building. The Co-operative Society or Limited company as the case may be, being successor in the interest of the Purchaser shall be bounded by the covenants.

26. PLACE OF EXECUTION
The execution of this Agreement shall be complete only upon its execution by the Builder/Vendor through its authorized signatory at the Builder/Vendor’s Office, or at some other place, which may be mutually agreed between the Builder/Vendor and the Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Builder/Vendor or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

27. The Purchaser/s and/or Builder/Vendor shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder/Vendor will attend such office and admit execution thereof.

28. That all notices to be served on the Purchaser/s and the Builder/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Builder/Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/s: _____

(Purchaser/s Address): _____

Notified Email ID: _____

M/s Builder/Vendor name:

M/S. KUNAL CONSTRUCTION COMPANY,

through its Prop.

MR. UMESH GURUNATH KERKAR,

T-1, ROYAL HOUSE, 3rd Floor,

Kaziwada, Ponda, Goa-403401

Notified Email ID : kunalconstructiongoa@yahoo.in

It shall be the duty of the Purchaser/s and the Builder/Vendor 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 Builder/Vendor or the Purchaser/s, as the case may be.

29. JOINT PURCHASER/S

That in case there are Joint Purchaser/s all communications shall be sent by the Builder/Vendor to the Purchaser/s 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 Purchaser/s.

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
31. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same 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.
32. 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.
33. Possession of the above said flat is not given.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____(city/town name) in the presence of attesting witness, signing as such on the day first above written.

Schedule Above Referred to :

SCHEDULE-I
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT part and parcel of land identified as 'MAHADEVA DONGRI KALIL TUCDA' also known as 'DEVRAYA BHAT', admeasuring an area of 8575 m² surveyed under Survey No.95/1, situated at Veling, within the limit of Village Panchayat Veling-Priol, Concolim, Taluka & Registration Sub- District of Ponda, District Of North Goa, which whole property described in the office of Land Registrar under No. 1556 of Book B-4 New & enrolled in the Land

Revenue Office under No. 189, State of Goa and is bounded as follows:

Towards the North:-By coconut grove known as Mahadeva Donfri of Xambu Xete Colopa & others;

Towards the South:- By coconut grove known as Zoriche bata or Devrac of Sinaria of Raiban bar & others;

Towards the East:- By GIRAT tanarama of Madeva Sinai Priolkar & others;

Towards the West:- By outflow of rain water or hill top.

SCHEDULE-II
(Description of the Flat)

ALL THAT said Flat No. situated on theFloor of Building **GODAVARI**, Building No. **‘3’**, admeasuring an area of sq. mtrs., in the complex named “SUKHSAMRUDDHI SANKUL” along withcar park and with undivided right, title and interest in the said property proportionate to the super built-up area of the said flat located in the property more particularly described in Schedule- I hereinabove written.

S C H E D U L E-III
(MODE OF PAYMENT)

MODE OF PAYMENT	
On booking & signing	20%
On Completion of Plinth	10%
On Commencement of 1 st slab	10%
On Commencement of 2 nd slab	10%
On Commencement of 3 rd slab	10%
On Completion of 4 th slab	10%
On Completion of Masonry Work	05%
On Completion of Internal Plaster Work	05%
On Completion of External Plaster Work	05%
On Completion of flooring work	05%
On Completion of Electrical & Plumbing Work	05%
On Handing over	05%
TOTAL	100%

SCHEDULE-IV

(Specification of the said flat)

SPECIFICATIONS :

1. STRUCTURE :

The building will have R.C.C. framed structure of column and beams. The external walls will be 23 cm thick Laterite Stone work and internal walls will be 11 cms thick single brick masonry wall.

2. PLASTER :

External plaster will be double coat and sand faced plaster. The internal plaster will be single coat cement plaster with neeru finish.

3. FLOORING :

Toilet will have flooring of ceramic and dado of Glazed ceramic of 12"x 8" upto 1.5 meter height. Living / Dining and Bedroom will have the flooring of vitro type of somany make of 24" x 24" size with 4" high skirting of the same.

4. DOORS :

- The main door will be of teakwood paneled finished with hand polish with hardware fittings of europa make.
- Toilet door and all other habitable rooms will have flush/ panel door with frame of 4" x 2.5" aluminium fittings or equivalent.

5. WINDOWS :

All windows will be aluminium-glazed types or mattiwood for frame & jack wood or equivalent for shutters.

6. **KITCHEN :**

It will be provided with a cooking platform of khadappa & Granite stone with ceramic tiles 8" x 8" upto 2' (2 feet) dado and S. S. Sink (Single bowl).

7. **EXTERNAL DECOR :**

The external face of building will be provided with two coats of cement paint for body color and ace for borbers .

8. **INTERNAL DECOR :**

The walls and ceiling will be painted with acrylic emulsion of asian make and the doors with enamel paint.

9. **TOILETS :**

There will be provision of European Type W. C. shower with one washbasin.

10. **PLUMBING AND SANITARY :**

The internal plumbing will be of UPC/PVC pipes concealed type with hot and cold water system in the bathroom with "A" class fitting and sanitary installation will be accordance with the PDA specification and a septic tank of adequate size will be provided.

11. **WATER TANK :**

A common Sintex overhead tank or equivalent tank will be fitted on the terrace with an underground R.C.C. tank with pump for the building.

12. ELECTRIFICATION :

Concealed type :

Living Room : 2 Wall Light points,
 1 Ceiling fan point,
 1 Ceiling chandelier point (extra),
 1 T. V. point,

 1 Telephone point &
 2 5 AMP plug point.
 1 Distribution box

Bedroom : 2 Light points,
 1 Fan point,
 1 Telephone extension &
 2 5 AMP plug point

Kitchen : 2 Wall Light points,
 1 Fan point,
 2 5 AMP plug point &
 1 15 AMP Point for refrigerator.
 1 Exhaust fan point (extra)

Toilet : 1 15 AMP for geyser plug point,
 1 5 AMP plug point.
 1 Wall light point,
 1 Exhaust fan point (extra)

- Typical for all single bed room units
- Terrace, balcony & corridor will be provided with 1 light point.
- Bell buzzer & Bell push will be provided in all units.
- Staircase will have two light points one at midlanding & one at floor landing each.

13. LIFT (ELEVATOR) :

1 Lift for 1 building will be provided.

SIGNED AND DELIVERED
BY THE WITHINNAMED
“THE BUILDER/VENDOR”
OF THE FIRST PART

M/S KUNAL CONSTRUCTION CO.
PROPRIETER MR. UMESH GURUNATH KERKAR
Through

MR. NARESH G. KERKAR _____
(Power of Attorney Holder)

1. _____ 1. _____

SIGNED AND DELIVERED
BY THE WITHINNAMED
“THE PURCHASER/S”
OF THE SECOND PART

ANNEXURE – A

Name of the Attorney at Law/ Advocate - Adv. Harshad M. Deshpande,

Address : 168/B Vaidyawadi, Ram Mandir, Thakurdwar Road, Mumbai-400002,

Date : 25.03.2010.

Title Report

Details of the Title Report

The Schedule Above Referred to –

All part and parcel of land identified as ‘MAHADEVA DONGRI KALIL TUCDA’ also known as ‘DEVRAYA BHAT’, admeasuring an area of 8575 m² surveyed under Survey No.95/1, situated at Veling, within the limit of Village Panchayat Veling-Priol, Concolim, Taluka & Registration Sub- District of Ponda, District Of North Goa, which whole property described in the office of Land Registrar under No. 1556 of Book B-4 New & enrolled in the Land Revenue Office under No. 189, in the State of Goa.

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Builder/Vendor to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Builder/Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser/s as approved by the concerned local authority)

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)