

**AGREEMENT FOR SALE OF PREMISES**

**THIS AGREEMENT** is entered into and executed at Margao-Goa, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN**

**M/S. SAAKET BUILDERS & DEVELOPERS**, a partnership firm duly registered under Indian Partnership Act 1932 with its Place of Business at N. D. Naik Building, V. N. Naik Road, Fatorda, Salcete, Goa, having Pan Card Number ABXFS7750D represented herein by its Managing Partner, viz. Shri NARCINVA DAMODAR NAIK, son of Shri Damodar N. Naik, age 46 years, Indian national, businessman, residing at Saaket Monte, Margao- Goa, having Pan Card No ABPPN9144A hereinafter referred to as the “**DEVELOPER**” (which expression, unless it be repugnant to the context or meaning thereof, shall mean and include all the partners of the firm for the time being and such other persons as may comprise the partners of the firm from time to time as also the firm’s assigns), **OF THE FIRST PART;**

**- A N D -**

**2.** \_\_\_\_\_,  
son/daughter of \_\_\_\_\_, age \_\_\_\_\_ years, \_\_\_\_\_ National, in service / businessman / professional OR A Company registered under the provisions of the Companies Act, 1956 OR a Partnership Firm registered under the Indian Partnership Act, 1932, residing in / having its Registered Office / Place of Business at \_\_\_\_\_;

**3.** \_\_\_\_\_,  
son/daughter of \_\_\_\_\_, age \_\_\_\_\_ years, \_\_\_\_\_ National, in service / businessman /

professional OR A Company registered under the provisions of the Companies Act, 1956 OR a Partnership Firm registered under the Indian Partnership Act, 1932, residing in / having its Registered Office / Place of Business \_\_\_\_\_;

4. \_\_\_\_\_,  
son/daughter of \_\_\_\_\_, age \_\_\_\_\_ years, \_\_\_\_\_ National, in service / businessman / professional OR A Company registered under the provisions of the Companies Act, 1956 OR a Partnership Firm registered under the Indian Partnership Act, 1932, residing in / having its Registered Office / Place of Business \_\_\_\_\_;

hereinafter jointly referred to as the **“PURCHASER”** (which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators (in case of a individuals) OR its successors and assigns (in case of a Company) OR the partners of the firm for the time being and such other partners as may comprise the Firm from to time (in case of a Partnership Firm)), **ON THE SECOND PART;**

**WHEREAS:**

1. There exists a property denominated as *“Predio Urbano Consistente em Casas de Morada Com Seu Pateo E Quintal”*, which includes a residential house and a garden thereon, situated at Fatorda, Margao, Goa, within the limits of the Margao Municipal Council, Taluka Salcete, District South Goa, State Goa, which property is fully described in SCHEDULE I hereunder written and is hereinafter referred to as the **“Said Larger Property”**.
2. The Said Larger Property originally belonged to ALARICO PATROCINIO GABRIEL MASCARENHAS.

3. Orphanological Inventario Proceedings were instituted upon the death of the said ALARICO PATROCINIO GABRIEL MASCARENHAS, viz. Inventario Proceedings No. 15082/1956 filed before the Comarca Court of Salcete, Margao (as it then was), which culminated in final order dated 21<sup>st</sup> September, 1963, wherein the Said Larger Property was allotted to his grand-daughter, viz. ALZIRA BORGES, which fact is duly recorded in Inscription No. 49790 dated 15<sup>th</sup> September, 1965 (Provisional) and 24<sup>th</sup> September, 1965 (Final).
4. By a Public Will dated 13<sup>th</sup> October, 1980, which will is found recorded at Folio 5 onwards of Deeds Book No. 91, issued on 18<sup>th</sup> June, 1982 by the Sub-Registrar-cum-Notary Ex-Officio of Salcete, the aforesaid ALZIRA BORGES *alias* MARIA ALZIRA AGUSTILIA BORGES, who was a spinster having no ascendants or descendants, bequeathed the Said Larger Property along with the residential house and front and rear land and field existing thereon, in its entirety, to her brother, JOAO FELIPE DO CORACAO DE JESUS BORGES, which will is duly referred to in the Deed of Succession and Qualification of Heirs drawn up on 23<sup>rd</sup> June, 2004 by the Sub-Registrar-cum-Notary Ex-Officio of Salcete qualifying the heirs of MARIA ALZIRA AGUSTILIA BORGES *alias* ALZIRA BORGES.
5. The Said Larger Property is crossed by the Pe. Pedro Ferrao Road, which has divided the Said Larger Property into a Northern portion and a Southern portion.
6. By a Deed of Gift dated 7<sup>th</sup> March, 2005 executed by the aforesaid JOAO FELIPE DO CORACAO DE JESUS BORGES and his wife MARIA BERTA NORONHA BORGES gifted the Northern part of the Southern Portion of the Said Larger Property to their two sons, viz. FILIPE CARLOS BORGES and DR. EDUARDO PEDRO BORGES, which gifted portion constitutes a separate and independent property by itself, is described fully in SCHEDULE II

hereunder written and is hereinafter referred to as the “**SAID PROPERTY**”.

7. Vide a Deed of Sale executed on 30<sup>th</sup> May 2011, which deed is duly registered in the Office of the Sub-Registrar of Salcete Taluka at Margao, Goa on 30<sup>th</sup> May, 2011 under Registration No. MGO-BK1-03057-2011 in CD No. MGOD52, the aforesaid FILIPE CARLOS BORGES and DR. EDUARDO PEDRO BORGES, along with their respective spouses, sold and conveyed the SAID PROPERTY to the DEVELOPER herein.
8. In the Record of Rights maintained in Forms “D” of the SAID PROPERTY, i.e. in respect of Chalta Nos. 10 to 17 and 87 to 91, all of P. T. Sheet No. 74 of Margao City Survey, the DEVELOPER is shown as the “*Holder*”.
9. On account of the aforesaid deeds and events, the DEVELOPER is the sole and exclusive owner of the SAID PROPERTY.
10. The DEVELOPER is proposing to construct a housing complex on the SAID PROPERTY which shall comprise of a multi-storeyed buildings proposed to be named as “*Saaket Nirvana*” (hereinafter referred to as the “**Said Housing Complex**”). More particularly described in the schedule here in below.
11. For constructing the Said Housing Complex, the DEVELOPER has obtained the following N.O.Cs, approvals, permissions and licences, viz.:
  - a) Development Permission from the South Goa Planning & Development Authority, bearing No. SGPDA / P / 5338 / 2322 / 11-12 dated 20<sup>th</sup> February, 2012;
  - b) N.O.C. issued by the Health Officer Urban Health Centre, Margao Goa, dated 30<sup>th</sup> April, 2012;

- c) Conversion Sanad from the Dy. Collector & S.D.O., Salcete, Margao, Goa, bearing No. SDO / SAL / CONV / 132 / 2011 / 7273 dated 23<sup>rd</sup> July, 2012 and
  - d) Construction Licence from Margao Municipal Council, bearing No. A/81/1213 and dated 4/12/2012.
12. The PURCHASER has taken inspection of all title documents enumerated in Recitals 3, 4, 6, 7 and 8 herein above as well as of the N.O.Cs, approvals, permissions and licenses enumerated in Recital 11 above and has fully satisfied himself that: (a) the SAID PROPERTY is free from encumbrances (b) the DEVELOPER has a valid, clear and marketable title to the SAID PROPERTY (c) the DEVELOPER is fully entitled to commence and complete construction of the Said Housing Complex on the SAID PROPERTY and (d) the DEVELOPER is entitled to sell the premises in the Said Housing Complex to any person of the DEVELOPER's choice.
13. The DEVELOPER will be selling the premises in the Said Housing Complex "**SAAKET NIRVANA**" on what is known as "*Ownership basis*" with a view that ultimately all the purchasers of premises in the Said Housing Complex should form themselves into a Cooperative Society which will be duly registered under the applicable cooperative societies act, or form any other legal Entity of an appropriate form, and upon such PURCHASER paying in full all their respective dues payable to the DEVELOPER and strictly complying with all other terms and conditions of their respective agreements with the DEVELOPER, the DEVELOPER shall cause the execution of the necessary Deed of Conveyance for conveying all the premises in the Said Housing Complex and the SAID PROPERTY as stated hereinafter, in favour of such Cooperative Society or other Legal Entity, as the case may be, but subject to and in accordance with the terms and provisions of this Agreement.
14. The PURCHASER has agreed to purchase from the DEVELOPER, the premises described in SCHEDULE III hereunder written

(hereinafter referred to as the "**Said Premises**"), which Said Premises shall be located in and having an internal layout as shown in red colour in the floor layout plan annexed hereto and marked as **ANNEXURE "A-1"** and the said parking slots shall be as shown in red colour in the plan annexed hereto as **ANNEXURE "A-2"**.

15. The parties are desirous of recording in writing their aforesaid agreement and understanding.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1) The PURCHASER hereby agrees to purchase the Said Premises which shall be of such specifications and containing such fittings as are detailed in **ANNEXURE "B"** hereto, for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

2) The consideration referred to Clause 1 hereof shall be paid in the following manner:

a) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), as earnest money, on the execution of this Agreement.

b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;

c) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;

d) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;

e) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;

f) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;

- g) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- h) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- j) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- k) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- l) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), on \_\_\_\_\_;
- m) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and all sums enumerated in **ANNEXURE "C"** hereto, on completion of balance work and within seven days of the DEVELOPER notifying the PURCHASER that work on the Said Premises are completed and before possession is handed over.

3) It is hereby clarified that for the purpose of completion of the various stages of work fixed for the payment of installment as stipulated in Clause 2 above, the certificate of the Architect engaged by the DEVELOPER issued to that effect shall be final and binding on both the parties hereto.

4) The price stipulated in Clause 1 above has been calculated on the price of cement and steel as it presently stands viz. Grey Cement @ Rs. \_\_\_\_/- per bag at site and Tor Steel @ Rs. \_\_\_\_\_/- per tonne at site. In the event the aforesaid prices undergo any upward revision of beyond 5% (five per cent) during the course of construction, either of the entire building or part(s) thereof, then the PURCHASER shall be liable to bear the additional cost of purchasing the required quantities of cement and steel, in the same proportion as the area of the Said Premises to the total area of the Said Housing Complex. The DEVELOPER shall be entitled to recover such increased amounts in such manner as determined by the DEVELOPER.

5) All payment hereunder shall be made in Indian currency only. All payments to be effected by the PURCHASER shall be effected by Cheque / RTGS/ Demand Draft or Pay Order or other instrument payable at par at Margao, Goa only, subject to realization in the account of Saaket Builders & Developers. The PURCHASER shall comply with all applicable laws and regulations including but not limited to the Foreign Exchange Management Act 1991 and the rules and regulations made there under.

6) Service Tax/Sales Tax/Income tax/GST as may be applicable in respect of the consideration stated in Clause 1 above as also any levy or tax of any nature, including but not limited to VAT, Sales tax, Cess, GST, if levied or becomes payable on the Said Housing Complex or on the individual apartments including the Said Premises shall be paid whenever demanded by the DEVELOPER, which demand may be raised either before or after receipt of the Occupancy Certificate. If such taxes are to be paid after the formation of society/other entity referred to hereinafter, then such taxes shall be borne solely by the society/other entity or by individual purchasers of premises in the Said Housing Complex and in no manner shall the DEVELOPER be liable to pay such taxes at any point in time.

7) The PURCHASER agrees that in the event the DEVELOPER is required to make changes /variations in the building plans and/or in the building specifications either because such changes may be required by any of the Authorities concerned or such as may be necessitated by exigencies, the PURCHASER shall not object to the proposed changes or obstruct in the changes being effected, provided that such changes shall not result in the area of the Said Premises being reduced beyond 10%.

8) If the PURCHASER commits any default(s) in making payment of any of the installments of consideration as stipulated in Clause 2 hereof or the service tax/sales tax/ income tax / other taxes, cess and levies as stipulated in Clause 6 hereof, strictly within the time specified thereof in that clause, time being of the essence of this



Agreement, and/or in observing and/or performing any of the terms and conditions of this Agreement, the DEVELOPER shall be entitled to terminate this Agreement.

9) In the event of the DEVELOPER terminating this Agreement, the earnest money paid under sub-Clause (a) of Clause 2 hereof shall stand forfeited. The DEVELOPER shall however refund the other installments of the consideration, if any already paid in terms of Clause 2, upon such termination, however after deduction of an amount of 10 % as and by way of administration charges. The DEVELOPER shall however not be liable to pay any interest on such amounts that will be refunded. Refund shall be effected within 30 days of entering into an agreement with another purchaser, after the DEVELOPER secures such other purchaser for the Said Premises.

10) On the termination of this Agreement as aforesaid, the DEVELOPER shall be at liberty to sell and/or dispose off the Said Premises to any other person as the DEVELOPER deems fit, at such price as DEVELOPER may determine.

11) The DEVELOPER shall have a first lien and paramount charge on the Said Premises in respect of any amount payable by the PURCHASER under the terms and conditions of this Agreement.

12) In the event of any delay beyond 7 days in making payment of the installments of consideration as stipulated under Clause 2 hereof, then and in that event and without prejudice to the DEVELOPER'S other rights under this Agreement including to terminate this agreement and/or under any law for the time being in force, the PURCHASER shall pay to the DEVELOPER, compounded interest on such delayed payments, at the rate of 16% (sixteen per cent) per annum, from the due date of payment up to actual payment.

13) The DEVELOPER will notify and offer possession of the Said Premises to the PURCHASER after the Said Housing Complex and the Said Premises are ready for occupation and after the DEVELOPER

obtain the necessary Occupation Certificate from the Authorities concerned. The PURCHASER shall however be entitled to take possession of such premises only on making payment of the entire Consideration stipulated in Clause 1 hereof and shall take possession not later than 30 days from notice from the DEVELOPER.

14) The DEVELOPER shall complete the Said Housing Complex as per the building plan which has been seen and consented to by the PURCHASER.

15) The DEVELOPER shall, subject to the extension force majeure and or other issues due to hereinafter referred, endeavor to deliver possession of the Said Premises by \_\_\_\_\_

16) The DEVELOPER shall however not incur any liability if they are unable to deliver possession of the Said Premises by the aforesaid period, if the completion of the Said Housing Complex is delayed by reason of non-availability of steel and/or cement or other building materials or shortage/non-availability of water or electric power, or by reason of labour unrest, war, civil commotion or any Act of God, or if such non-delivery is caused as a result of any notice, order, rule, notification or legislation, of the Government and/or any other Public or Competent authority or for any other reason beyond the DEVELOPER'S control which would include delay on account of non-renewal/non-grant of building plans, construction licence, completion certificate and/or occupancy certificate by the Authorities concerned, despite application thereof being duly made by the DEVELOPER.

17) In the event of the occurrence of any or all of the circumstances mentioned in Clause 16 above, the DEVELOPER shall be entitled to reasonable extension(s) of time for delivery of possession of the Said Premises.

18) It is hereby agreed that the layout of the Said Premises shall conform as nearly as possible to that indicated in the plan annexed hereto as Annexure "A-1", and that the fixtures, fittings and amenities to be

provided in the Said Premises and the materials to be used in the construction of the Said Housing Complex are those set out in Annexure "B" hereto.

19) If the PURCHASER requires any addition and/or alteration and/or modification to be effected to the Said Premises which is not indicated in the plan at Annexure "A-1" hereto and/or requires material and/or other amenities other than those specified in ANNEXURE "B" hereto to be used and/or provided, the PURCHASER may make a request thereof in writing to the DEVELOPER. It shall be at the sole option of the DEVELOPER in concurrence with the Architect / Consultants whether or not to carry out and/or effect such addition and/or alteration and/or modification and/or whether to use such other material and/or provide such other amenities. If the DEVELOPER is agreeable to carry out such addition and/or alteration and/or modification and/or to use such other material and/or provide such other amenities, the same shall be treated as extra work/material/amenities, and the PURCHASER shall be liable to pay, separately thereof, such amount as shall be determined by the DEVELOPER. Such payment for extra as shall be specified by the DEVELOPER shall be paid in full before the extra work is undertaken. In the event any sum in addition to the sum paid in advance for such extra work is payable on account of increase in prices, labour charges etc., then such additional sum shall be forthwith paid upon so demanded by the DEVELOPER, failing which the PURCHASER shall also be liable to pay interest thereon @ 16% (Sixteen per cent) per annum, from the date of demand up to actual payment.

20) Further, if the PURCHASER requires any addition and/or alteration and/or modification including interior designing to be effected to the Said Premises which is not indicated in the plan at Annexure "A-1" hereto, should make a request thereof in writing to the DEVELOPER, However Developer, upon according the consent, shall not be held liable for any damages caused to the frame structure of the Building or any other part of the premises due to the negligence of the PURCHASER or his representative assigned for carrying out such jobs. The PURCHASER

shall be fully and solely responsible to indemnify the DEVELOPER for the damages caused.

21) The PURCHASER shall be entitled to inspect every week the construction of the Said Premises as it progresses and to point out immediately in writing to the DEVELOPER any defect that they have noticed in the construction or any deviations in the agreed layout of the premises or in the agreed specifications. In the event the PURCHASER do not point out such defects and/or deviations immediately, the PURCHASER shall be deemed to have waived his rights in respect of the defects and shall have deemed to have consented to the deviations. Any claim that is not so notified immediately as above shall not be considered afterwards at any time, and the PURCHASER shall have no claims against the DEVELOPER in respect thereof.

22) Within 15 (fifteen) days of possession of the Said Premises being taken by the PURCHASER, the PURCHASER shall draw attention of the DEVELOPER in writing to any cracks/breakages in sanitary-ware, glazed tiles, glass panes, electrical switches, plugs to enable the DEVELOPER to replace them free of cost.

23) It is agreed and clearly understood that cracks to the plaster / dampness in external wall shall not be considered as defect in work.

24) Commencing a week after notice is given by the DEVELOPER to the PURCHASER that the Said Premises are ready for use and occupation and regardless of whether or not the PURCHASER has taken possession of the Said Premises, the PURCHASER shall be liable to bear and pay all taxes and charges for water, electricity and other services as also house tax, municipal taxes and all other outgoings payable in respect of the Said Premises as provided hereinafter or otherwise.

25) It is agreed and clearly understood that the Said Housing Complex shall have a common water meter and common electricity meter for staircase/lift and water pump / stilt parking area. The water and

electricity bills of these common meters shall be shared and borne equally by all flat owners in the Said Housing Complex.

26) For a period of 24 (twenty-four) calendar months, to be computed from the date Occupancy Certificate is obtained for the Said Housing Complex, the DEVELOPER may provide certain services in respect of the common areas of the Said Housing Complex, as specified below:

- a) Maintenance of Landscaped garden (includes gardener's salary)
- b) Maintenance of common areas such as internal roads (No resurfacing) Electrical Fixtures & Common staircase, Lifts, backup generators, pumps with backup maintenance.
- c) Cleaning & Mopping of common areas of Staircase, basement, stilt parking area etc. (sweeping twice a week & Mopping / washing once in two weeks)
- d) Switching on & off lights in common area.
- e) Filling water in to overhead tanks on regular basis
- f) Security towards Housing Complex.
- g) Services which are not included above and which are as listed below however could be covered at an additional cost. The Cost against such services will then be recovered by DEVELOPER from the Society Deposit as appearing in Annexure "C" on pro rata basis
- h) Collecting garbage on day to day basis & disposing it in to Municipal Garbage bins.
- i) Payment of common water & Electricity consumption charges
- j) Damage caused to circuit due to power fluctuation to electric equipment's in common areas.
- k) Any other miscellaneous expenses like fuel to generators etc.

27) Every PURCHASER shall follow the following rules:

- a) He shall not litter, throw refuse or dirt across the garden and surrounding property of the Said Housing Complex.

- b) He shall not pluck any plant or flower or fruit from in the compound of the Said Housing Complex.
- c) He shall not play music such that it inconveniences other occupants of the Said Housing Complex.
- d) He shall not allow or permit or authorize any third party (except his/her visitors) to park their vehicles in the SAID PROPERTY. No heavy vehicles shall be permitted in the SAID PROPERTY.
- e) He shall, under no circumstances, block the open spaces in and around the Said Housing Complex in the SAID PROPERTY as also the staircases and passageways.
- f) He shall not enjoy or claim any rights in respect of the existing trees in the SAID PROPERTY nor to the fruits thereof and until conveyance of the SAID PROPERTY is executed as provided hereinafter, only the DEVELOPER shall be entitled to the said trees and the fruits thereof.

28) After the period of 24 (twenty-four) calendar months stipulated in Clause 27 above, the PURCHASER and/or the cooperative society or other entity that may be formed, shall themselves/itself undertake provision of such service.

29) In consideration of the DEVELOPER undertaking the services enumerated in Clause 27, the PURCHASER shall pay to the DEVELOPER a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at the time of possession of the said Premises is handed over to the PURCHASER.

30) The services enumerated in Clause 27 shall be provided only upon all purchasers of premises in the Said Housing Complex effecting payment to the DEVELOPER of the respective sums payable by them for undertaking the services as stipulated in Clause 11.3 above.

31) The PURCHASER shall use the Said Premises strictly for the purposes/use for which the planning authority has granted permission.

32) The PURCHASER shall maintain the front, side and rear elevations of the Said Housing Complex in the same form as the DEVELOPER construct it, and shall not at any time alter the said elevations in any manner whatsoever, without the prior consent in writing from the DEVELOPER or, as the case may be, the Cooperative Society or other legal entity.

33) The PURCHASER shall, from the date of taking possession of the Said Premises, maintain the Said Premises at his costs, in a good and tenable repair and condition, and shall not do or suffer to be done anything, in or to the Said Housing Complex or the Said Premises, or to the common passages, staircases, terrace or the SAID PROPERTY or any part thereof, which may be against the rules or bye-laws of the Margao Municipal Council or any other Authority, nor shall the PURCHASER change, alter or make additions in or to the Said Premises or to the Said Housing Complex or any part thereof. In the event of breach of any of these conditions, the PURCHASER shall be solely responsible for such breach.

34) In the event the DEVELOPER enters into and executes the following agreements, the terms of such agreements shall be binding on the PURCHASER and/or the Cooperative Society or other legal entity in whose favour the conveyance shall be executed as provided hereinafter and the PURCHASER and/or the Cooperative Society or other legal entity shall be liable to pay all costs, charges, expenses and fees which may be levied and/or be payable under the respective agreements, which shall be in addition to the sums stipulated in Clause 29 above, viz.

- a) With the Department of Electricity, Government of Goa for the installation and/or maintenance of electrical transformers for the Said Housing Complex;
- b) With the municipal authorities for collection of garbage.
- c) With the PWD for sewerage services.
- d) With the PWD / Water Supply department for water supply.

35) The DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their rights, title and interest in or to the Said Housing Complex provided it does not in any way affect or prejudice the rights of the PURCHASER in respect of the Said Premises.

36) The right of the PURCHASER under this Agreement shall extend only to Said Premises agreed to be purchased by him under this Agreement. The PURCHASER shall have no claim and/or right of whatsoever nature in respect of any other premises or spaces or areas in the Said Housing Complex.

37) Nothing contained in these presents is intended to be, nor shall be construed to be, a grant, demise or assignment in law of the Said Premises.

38) It is hereby clarified that possession is neither given nor secured under this agreement and sale deed in respect of the Said Premises and/or the SAID PROPERTY shall be executed later as provided hereinafter.

39) The PURCHASER shall not let, sub-let, sell, transfer or part with possession of the Said Premises and/or assign his interest and/or benefit under this Agreement unless and until the following conditions are fulfilled: (a) that possession of the said Premises is handed over to the PURCHASER by duly executing the sale deed in respect of the Said Premises. (b) that the dues payable by him to the DEVELOPER under this Agreement are fully paid up (c) that the PURCHASER has fully complied with all the terms and conditions of this Agreement (d) that the PURCHASER has obtained the previous consent in writing of the DEVELOPER and (e) the DEVELOPER is made Confirming/Consenting Parties to all documentation.

40) No agreement which the PURCHASER may enter into with third parties for the purpose of letting, sub-letting, selling, transferring or parting with possession of the Said Premises and/or assigning his interest and/or benefit under this Agreement shall contain any



term/condition/stipulation such as may be contrary to and/or derogatory to any term/condition/stipulation contained in this Agreement, and any such condition, term or stipulation if contained in any such agreement, shall not be binding on and shall be deemed to be non-est, as regards the DEVELOPER.

41) Any third party with whom the PURCHASER shall enter into an agreement as aforesaid shall be bound in the same manner and to the same extent as the PURCHASER under this Agreement, and any term and/or stipulation in any such agreement whereby such third party is relieved from carrying out and/or being bound by any obligation and/or liability cast upon the PURCHASER under this Agreement shall be inoperative as against the DEVELOPER.

42) It shall be at the sole discretion of the DEVELOPER to decide the form of organization to be formed of the purchasers of premises in the Said Housing Complex, viz. whether such organization would be a Cooperative Society or other legal entity.

43) It is hereby specifically provided that if the DEVELOPER is of the opinion that it is not possible to form such a Cooperative Society or other legal entity, the DEVELOPER shall transfer the respective premises agreed to be purchased in the name(s) of the respective purchasers by means of separate Deed(s) of conveyance, which conveyance shall also include a conveyance of an undivided share in the SAID PROPERTY, proportionate to the area of the Said Premises. In such an event, all the costs and expenses by way of stamp duty, registration charges, etc. of such separate conveyances shall be borne and paid by such individual purchasers of premises in the Said Housing Complex. If such individual sale deed is executed, neither the PURCHASER nor his/her/their successor(s)-in-title shall be entitled to demand partition of such undivided share.

44) The PURCHASER hereby agrees to undertake to become a member of the Cooperative Society or other legal entity that will be formed by the purchasers of premises in the Said Housing Complex.

45) The PURCHASER hereby covenants that from the date of taking possession of the Said Premises, he shall keep the Said Premises, the walls and partitions, sewers, drains, pipes and appurtenances thereto, in good tenable repair and conditions and in particular so as to support, shelter and protect the part of the Said Housing Complex other than his premises, and shall abide by all bye-laws, rules and regulation of the Government, Margao Municipal Council and/or any other authorities and local bodies and shall answer to and be responsible for all actions for violations of any such condition or rule or bye-law. From such date, the PURCHASER shall be liable to pay and shall pay the House Tax and all other taxes, cess and levies payable in respect of the Said Premises.

46) On the completion of the Said Housing Complex and on receipt by the DEVELOPER of the full payment of all the amounts due and payable by all the purchasers of all the premises in the Said Housing Complex, the DEVELOPER shall co-operate with the PURCHASER in forming, registering or incorporating a Cooperative Society or other legal entity as the case may be.

47) Within two calendar years of the formation/registration/incorporation of the Cooperative Society or other legal entity, as the case may be, the DEVELOPER shall, subject to all necessary permissions as may be required by law to be obtained, cause the execution of the necessary Conveyance of and/or other appropriate document(s) in respect of all the premises in the Said Housing Complex (except such premises which may be unsold and/or otherwise reserved by the DEVELOPER or as per their order) and the SAID PROPERTY or such other portion as may be decided by the DEVELOPER at his sole discretion which shall not be less than the SAID PROPERTY, in favour of such Cooperative Society or other legal entity as the case may be. If such a conveyance is not feasible to be executed in the opinion of the DEVELOPER, individual sale deeds shall be executed in favour of each individual purchaser of premises in the Said Housing Complex in respect of the individual premises bought by him and for an undivided proportionate share in the SAID PROPERTY. Such Conveyance(s) shall

be in consonance with the terms and provisions of this Agreement. It is hereby specifically provided that the DEVELOPER shall not be liable and/or bear any responsibility and no compensation whatsoever or any other amount shall be payable by the DEVELOPER, if any part of the SAID PROPERTY and/or the Said Housing Complex is not permitted to be so conveyed under any law and/or by any lawful authority.

48) In the event the conveyance referred to herein other premises reserved by the DEVELOPER and such premises which are not transferred are sold or otherwise disposed off by the DEVELOPER subsequent to the conveyance being executed as provided hereinabove, the purchasers of such premises or beneficiaries of such premises shall be admitted as member(s) by the Society or other legal entity as the case may be, upon payment of usual fees and without charging any premium, provided such premises are transferred to such Society or other legal entity as the case may be.

49) In the event there are any unsold premises when the Cooperative Society or other legal entity, as the case may be is formed, then the DEVELOPER shall not be liable to make any contribution to the Cooperative Society or other legal entity towards maintenance etc. in respect of such unsold premises.

50) If at any time any levy or taxes is/are charged or levied or sought to be recovered by the local body such as Panchayat or Municipality, Government or any other Public authority or body, in respect of the Said Housing Complex or in respect of the consideration payable under Clause 1 or referred to in Clause 6 above, a portion of such levy and/or tax which is proportionate to the Said Premises agreed to be purchased under this Agreement or the taxes payable on the consideration payable under Clause 1 hereof, shall be borne and paid by the PURCHASER.

51) The PURCHASER agrees to pay to the DEVELOPER, all deposits that may be demanded by or paid to the Electricity Department and/or Water Works Department for the purposes of giving

electricity/water connection(s) to the Said Housing Complex as also the electric/water meter deposits that shall be required to be paid. The PURCHASER shall also bear and be liable to pay the proportionate infrastructure cost for setting up electric infrastructure /installations and other related amenities including but not limited to sewerage connections etc..

52) All such deposits and/or amounts shall be paid by the PURCHASER at the time of taking possession of the Said Premises.

53) All notices to be served on the PURCHASER as contemplated under this Agreement, shall be deemed to have been duly served if sent to the PURCHASER at his address first stated in this agreement.

54) All notices sent to the PURCHASER at the address stated in Clause 53 above shall be deemed to have been duly received by him within a week of such posting (or within 15 days if outside Goa), irrespective of the fact whether the Addressee is found or not found, whether the notice is claimed or unclaimed and notwithstanding that it is refused.

55) Until the conveyance as contemplated hereinabove is executed, the PURCHASER shall permit the DEVELOPER and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Premises or any part thereof, to view and examine the state and condition thereof and to make good, all defects, decays and wants of repairs of which such notice, in writing, shall be given by the DEVELOPER to the PURCHASER, and also for the repairing of any part of the Said Housing Complex and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and condition, all sewers, drains, pipes, cables, water courses, gutters, wires, structures or other conveniences belonging to or serving or used for the Said Housing Complex and also for laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for all other similar purposes.

56) If at any time prior to the execution of the Deed of Conveyance the floor area ratio applicable at the time of execution of this Agreement, to the SAID PROPERTY, is increased, then and in that event:

- a) The DEVELOPER alone shall be entitled to utilize such additional floor area, and construct and build thereon, without any rebate to the PURCHASER and/or to the Cooperative Society or other legal entity as the case may be, but not so as to appreciably reduce the total built up area of the Said Premises and no separate notice and/or intimation shall be required to be given thereof to the PURCHASER and/or to the Cooperative Society or other legal entity as the case may be.
- b) The PURCHASER and/or the Cooperative Society or other legal entity as the case may be, shall have no right to obstruct further construction if any that may be made by the DEVELOPER and
- c) The Cooperative Society or other legal entity, as the case may be, shall admit such purchasers of premises in the subsequently constructed portion, without charging any amount by way of premium or otherwise but subject however to payment of the regular/ordinary admission/membership fees.

57) It is clearly understood between the parties that all Deeds including the conveyance deed to be prepared as per this agreement, shall be prepared by the DEVELOPER's Advocate.

58) It is agreed and clearly understood that the Schedules hereunder written as well as the annexure hereto and the notes appearing in the annexure form an integral part of this agreement and shall fully bind the parties hereto.

59) In the event of any dispute or difference or questions arising between the parties hereto, or between any of them and the successors-in-title of the other or others, arising out of and/or in connection with and/or in relation to and/or in consequence of and/or concerning and/or

howsoever touching this agreement or any of the terms, clauses or things contained in this agreement, or as to the rights, duties and liabilities of the parties hereto under this agreement, whether during the continuance of this agreement or after, then the same shall be referred to the Arbitration of, at the sole discretion of the DEVELOPER, either the RCC Consultant or the Architect of the Said Housing Complex or any other person of the DEVELOPER's choice. Such Arbitration shall, save and except to the extent as hereinafter provided, be governed by the provisions of the Arbitration & Conciliation Act, 1996 or its statutory re-enactment or modification thereto or thereof, in force at the time the dispute is referred to arbitration. It is expressly agreed by and between the parties that:

- a) The Arbitrator shall give his Award within six calendar months of entering upon reference.
- b) The Arbitrator shall be entitled, with the consent of all the parties to the Arbitration, to extend the time to make his Award.
- c) The costs, charges, fees and expenses of the Arbitrator shall be borne equally by the parties hereto, and save as aforesaid, the parties shall bear their own costs.
- d) The venue of such Arbitration shall be in Margao-Goa, and subject to this provision, the Courts in Margao-Goa alone, to the exclusion of all other Courts, shall have exclusive jurisdiction in the matter.

#### **SCHEDULE I**

#### **[ DESCRIPTION OF THE SAID LARGER PROPERTY ]**

All that immovable property denominated as "*PREDIO URBANO CONSISTENTE EM CASAS DE MORADA COM SEU PATEO E QUINTAL*", which includes a residential house and a garden thereon, situated at Fatorda, Margao, Goa, which property is described in the erstwhile Land Registration Office of Salcete under No. 4955 (Old Series), enrolled in the Land Revenue Roll under Matriz Nos. 2211 (Rustic) and 1486 (Urban) and surveyed under Chalta Nos. 10 to 17, 28, 76 and 87 to 91, all of P. T. Sheet No. 74 of Margao City Survey and bounded as per the Land Registration Records as follows, viz.:

East: By the property of Joaquim Sant'Anna da Silva;

West: By the property of Roque Dias;

North: By hill and

South: By the property of Joaquim Mariano Collaco.

**SCHEDULE II**  
**[ DESCRIPTION OF THE SAID PROPERTY ]**

All that Northern part the Southern portion of the larger property described in SCHEDULE I above written, which property is separate and distinct property by itself, is surveyed under Chalta Nos. 10 to 17 and 87 to 91, all of P. T. Sheet No. 74 of Margao City Survey, admeasures in the aggregate, as per the City Survey, 4,415 sq. mts. and is bounded as follows:

East: By the property of Dionisio Paulo Fernandes (Chalta Nos. 20 and 41 of P. T. Sheet No. 63);

West: By the property of the heirs of Romula Dias (Chalta Nos. 9 and 40 of P. T. Sheet No. 63);

North: By the property and the road named after Pedro Ferrao and

South: By the remaining portion of the Southern portion of the larger property described in SCHEDULE I above written (Chalta No. 76 of P. T. Sheet No. 74).

**SCHEDULE III**  
**[ DESCRIPTION OF THE SAID PREMISES ]**

All that Flat designated No. \_\_\_\_\_ in Block \_\_\_\_\_ of "SAAKET NIRVANA" constructed on the property described in SCHEDULE II above written, having approximately super built-up area of \_\_\_\_\_ M<sup>2</sup> (including the incidence of common areas such as staircase and lift) corresponding to built-up area of \_\_\_\_\_ M<sup>2</sup> and carpet area of \_\_\_\_\_ M<sup>2</sup>, along with one number parking slot designated No. \_\_\_\_\_ and bounded as follows:

East:  
West:  
North:  
South:

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective hands at the place and on the date first herein above stated.

**SIGNED AND EXECUTED BY THE DEVELOPER**

For and on behalf of  
SAAKET BUILDERS & DEVELOPERS

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(NARCINVA DAMODAR NAIK)  
Managing Partner

**LEFT HAND FINGER PRINTS:**

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**RIGHT HAND FINGER PRINTS:**

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**SIGNED AND EXECUTED BY THE PURCHASER**

\_\_\_\_\_  
( )

**LEFT HAND FINGER PRINTS:**

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**RIGHT HAND FINGER PRINTS:**

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**WITNESSES:-**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**ANNEXURE A-1**  
[ Layout plan of Said Premises ]

**ANNEXURE A-1**  
[ Location of Parking Slot ]

**ANNEXURE "B"**  
**[ SPECIFICATIONS OF AND FITTINGS IN THE SAID PREMISES ]**

**SPECIFICATIONS FOR APARTMENT:**

**STRUCTURE:**

Reinforced cement concrete frame structure with masonry infill having sand faced plaster externally and painted finishing with acrylic paint as per the approved design by the competent authority and architectural scheme.

**KITCHEN PLATFORM & SINK**

Kitchen platform will be of black granite with single bowl Stainless steel sink and 3 ft. high dado above it.

**ELECTRIC SUPPLY AND WIRING:**

Wiring will be concealed type, 3 Phase - 4 wire, 415 volts and with good quality modular switch sockets. The Actual supply may be of single phase or three phase in accordance with the rules and regulation of the Goa Electricity Department, in force at the time the Said Housing Complex is energized by them. Each apartment will be provided with a separate KWH meter box with MCB protection, (As per Goa Electricity Department norms) located at the Ground Floor. And MCB distribution board with 4P MCB as Mains Isolation and Separate SP MCB for Lighting Circuits and Power Circuits as required, within the apartment for easy isolation of supply

**The distribution of points is as follows:**

**Living room:** 6 Nos light points, 2 Nos Ceiling Fan points, 2 Nos 5amps plug point on switchboard, 2 Nos 5amps plug points on separate board, 1 No Call Bell point, 1 No Inverter Point, 1 No TV Point and 1 No, Telephone point and 1 No society internal telephone point, and 1 No 15 amps point for split type AC.

**Dining Room :** 2 Nos Light point, 1 No Ceiling Fan Point, 1 No 5amps plug point on switchboard, 1 No 5 amps plug point on separate board, 1 No TV Point

**Passage and Toilet:** 3 Nos Light point, 1 No Exhaust Fan Point, 1 No 15 amps plug point for Geyser.

**Bedroom with Balcony :** 2 Nos Light point, 1 No two way light point. 1 No two way Ceiling Fan point, 3 Nos 5amps plug point on switch board, 1 No 5amps plug point on separate board, 1 No Telephone point , 1 No TV Point, and 1 No 15amps point for split type AC

**Master Bedroom with Balcony and Toilet :** 4 Nos light points, 1 No two way light point, 1 No two way Ceiling fan point, 1 No Exhaust Fan point, 2 Nos 5amps plug point on switch board, 2 Nos 5amps plug point on separate board, 1 No 15amps points for split AC, 1 No 15 Amps plug point for Geyser and also 1 No TV Point and 1 No Telephone point 1 No & Broadband point 1 No.

**Kitchen & service veranda:** 3 Nos Light point, 1 No Ceiling Fan point, 1 No Exhaust Fan Point, 1 No 5 Amps point for Fridge, 3 Nos 5amps plug point for mixer / appliance , 1 No 5 amps point for aqua guard & 2 Nos 15 amps plug point for microwave oven / appliance & 1 No 15 amps plug point for washing M/C.

The wiring will be carried out using Fire Retardant Low Smoke (FRLS) PVC insulated multi stranded copper wire in Rigid PVC Conduit pipes of adequate size as called for by design.

Miniature circuit breakers will be provided in the D.B. for safety from overloads and short circuit.

Inverter wiring provision is made for 1 No light point and 1 No Ceiling fan point in living room, bedrooms, and kitchen and 1 No light point in toilets.

Provision for cable TV or DTH connection will be in the living and bedrooms. However installation, subscription and monthly cable TV Charges of the cable TV operator or DTH Operator will have to be paid by the PURCHASER.

Provision for Generator back up for lifts & for lights in common passage and water supply system

**FLOOR AND WALL TILING:**

All rooms will be provided with Vitrified floor tiling and 10 cms. high skirting including Dining and kitchen. Ceramic tiles shall be provided in toilet floor and glazed tiles dado of full height in toilets. Cement based nonskid tiles shall be provided in parking and ramp area.

**WALL FINISH :**

The interior walls shall have gypsum plaster and surface coat finished in roller finished oil finished oil bound distemper as per architects' choice. All wood works and mild steel elements shall be finished in oil paint and with external door polish.

**DOORS:**

Main entrance door along with the frame will be of teak wood polish finished with superior lock with night lock assembly and superior handles. Interior rooms including toilet doors shall be provided with mat finished laminate over flush door having superior finish handles, aldrops and tower bolts.

**WINDOWS:**

Windows shall be in superior gauge powder coated aluminum extrusions with allied assemblies in two and three track with 4mm thick plain glass. Ventilators of toilets shall be provided with adjustable louvers assembly of opaque glass having exhaust fan provision.

**RAILINGS:**

Railings to room balconies shall either be of stainless steel or of MS Railing or of Brick wall in masonry infill as per architectural design of elevation. Kitchen Balcony railing shall be in RCC shear wall while staircase and lobby railing shall be MS Railing.

**GRILLS:**

DEVELOPER will provide Grills for safety to the balconies & windows which are exposed, with uniform design to maintain the aesthetics of the project and PURCHASER is not allowed/ permitted to alter/change the grills nor would the DEVELOPER entertain any requests for alterations/changes to the grills.

**PLUMBING AND SANITARY INSTALLATIONS:**

Concealed internal plumbing in CPVC /White PVC pipes, Chromium Plated (CP) fittings of premium make, kitchen sink cock, Wall hung sanitary ware of premium make with easy close seat covers with concealed flush tanks, Wash basin of premium make and single lever Geyser provision, Provision made/kept to connect Solar water heating system.

**SOIL AND WASTE WATER LINE:**

Soil and waste water line (exposed and concealed) will be of PVC Cement pipes / foam core pipes. The septic tanks will be provided as per approved design by the statutory authorities however if Sewerage effluent treatment plant is installed, the cost incurred shall be shared by the owners of the premises of the Saaket Nirvana on the prorate basis. Efforts shall be made to connect to the sewerage line of PI IE Department of Goa PWD by modifying the existing septic tank design in concurrence with statutory agencies & in such events the entire cost incurred will be recovered from the purchasers on prorate basis.

**WATER SUPPLY:**

There will be overhead tank and ground sump tank for additional storage of water (as per engineering design). This will be connected to Government water supply lines. Water from common overhead tank will be distributed to each individual unit. A pump will be provided to lift the water from ground sump to overhead tank.

**MISCELLANEOUS**

Common water connection for each apartment in building, Common water / electrical meter for common areas like gardens, stairways, driveways, pump house, club house etc.

**ANNEXURE "C"**

**[ SUMS PAYABLE BY THE PURCHASERS AT THE TIME OF  
TAKING POSSESSION OF SAID PREMISES ARE AS UNDER]**

<b><u>Sr.</u></b>	<b><u>Description</u></b>	<b><u>Amount (Rs.)</u></b>
1)	Society formation charges	As applicable
2)	Society deposit	
3)	Legal and documentation Charges	
4)	Two (2) years' general maintenance and security charges	
5)	Water/ Electric Deposits, Meter & Connection Charges	
6)	Electricity infrastructure viz. Sub Station / Transformer / Cabling etc.	
7)	House Tax, other taxes, cess and /or any other levies applicable	
8)	Infrastructure Tax	
9)	Stamp duty & Registration Fees	
10)	Service tax & Other taxes as stipulated in Clause 6	

**NOTES FORMING PART OF THIS ANNEXURE:**

1. Registration Fees and Stamp duty are based on current rates. In case of any increase in the rates, the sum payable at the increased rates shall be required to be paid by the purchaser.
2. Amounts payable towards house tax, infrastructure tax / cost, electricity connection charges including transformer, water connection/deposit charges and all other costs, charges, expenses, cess, taxes, levies and rates are at actuals & shall have to be paid by the PURCHASER over and above the aforesaid sums to be paid before taking possession of the Said Premises.