

**AGREEMENT FOR CONSTRUCTION AND SALE**

This Agreement for Construction and Sale is executed at Mapusa, Goa, on this \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_.

**BETWEEN**

**MR. GAURISH PEREIRA**, son of Shri. Armando Pereira, aged 40 years, businessman, unmarried, holding **PAN CARD NO: ASIPP4569P** President of Pereira Building St-Inez, Panaji-Goa hereinafter referred to as the **OWNER/VENDOR** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include his heirs, successors, administrators and assigns) of the **ONE PART**;

**AND**

**M/s. GAUTAM SMART AND VALUE HOUSING CORPORATION**, a partnership firm, having office at 512, Gera's Imperium II, Patto Plaza, Panaji – Goa, represented by its partners,

1. **Mr. Gautam Pereira** aged 41 years, businessman, unmarried, son of Shri. Armando Pereira, holding **PAN CARD NO: BNKPP5716J** and
2. **Ms. Ashwini Pereira** aged 38 years, architect, unmarried, daughter of Mr. Armando Pereira, holding **PAN CARD NO: AVXPP2944G**, both residing at flat no 5 & 6, Pereira Building St-Inez, Panaji-Goa; hereinafter referred to as **THE DEVELOPER/BUILDER** (which expression shall, unless it be repugnant to the context or meaning thereof, shall include its successors, administrators and assigns) of the **OTHER PART**

**AND**

\_\_\_\_\_, son of \_\_\_\_\_, age \_\_\_\_\_ years, Indian National, Married, Service, holding **PAN CARD NO. \_\_\_\_\_**, **Aadhaar No \_\_\_\_\_**, residing at \_\_\_\_\_.

Hereinafter referred to as the **"PURCHASER" / "UNIT HOLDER"** (which expression shall, unless it be repugnant to the context or meaning thereof, is deemed to include their heirs, executors, administrators and permitted assigns) of the PARTY OF THE THIRD PART.

## ALL INDIAN NATIONALS

WHEREAS, there exists all that part and parcel of land admeasuring 1676 m<sup>2</sup> bearing Sr. No. 70 Sub Division No. 1- E, with a residential house bearing H. No. 230/A as recorded by the Village Panchayat of Siolim – Marna, identified as SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub- District of Bardez. District North Goa in the State of Goa; which property is described in the Office of Land Registrar of Bardez under no. 13768 of book B- 36 (New) and is enrolled in the Taluka Revenue Office under Matriz no. 719 of Siolim.

AND WHEREAS, the VENDOR herein is the lawful owner in possession of the properties described in detail in the Schedule I hereunder having purchased the same vide Deed of Sale dated 12/08/2015 which deed is duly registered before the Office of the Sub Registrar, BardezGoa.

AND WHEREAS the VENDOR has got approved a residential project comprising of 28 units along with clubhouse and swimming pool in the said property.

AND WHEREAS, vide order dated 7/03/2016, the Office of the Collector, North Goa, Panaji Goa has granted conversion sanad vide Case No RB/CNV/BAR/AC-1/8/2016/143.

AND WHEREAS, vide order dated 7<sup>th</sup> March 2016 bearing Ref No. TPB/2056/SIO/TCP-16/758 the Office of the Senior Town Planner, Town & Country Planning Department has granted Technical Clearance for carrying out the construction of a Residential Building, Swimming pool and Compound wall.

AND WHEREAS, vide order dated 23/03/16 the Directorate of Health Services, Primary Health Centre, Siolim Bardez Goa has granted NOC under Ref. No. PHCs/NOC/15-16/2012.

AND WHEREAS, the Village Panchayat of Siolim has granted construction license vide order dated 13/05/16 under Ref. No. VPSM/2016-17/3/372 for the proposed construction.

AND WHEREAS, the Builder / Developer has appointed Architect Ms. Ashwini Pereira registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS, the Builder / Developer has registered the Project under the provision of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at \_\_\_\_\_ under No, authenticated copy is attached in Annexure.

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

AND WHEREAS, on 16/05/2016 the Vendor has entered into a Memorandum of Understanding with the Developer for the sale of the SAID PROPERTY. That in terms of the Memorandum of Understanding, the Developer has been granted irrevocable right to construct, develop, sell the units and receive the sale consideration in its own name with respect to the apartments proposed to be constructed in the project identified as "SHARAYU AURA" without any interference from the Vendor herein and in the manner in which they may deem fit.

AND WHEREAS, the Developer is accordingly carrying out the construction of a residential development to be identified as "**SHARAYU AURA**" in the SAID PROPERTY;

AND WHEREAS, the Purchaser has approached the Developer agreeing to purchase a **1 BHK** bedroom Unit bearing No. \_\_\_\_\_ on the \_\_\_\_\_ **floor** having a super built-up area of \_\_\_\_\_ **m<sup>2</sup>** and **Carpet area** \_\_\_\_\_ **m<sup>2</sup>** along with the right to use car parking space in the stilt in the project known as **SHARAYU AURA** as described in detail in the Schedule No. III hereinafter written and shall hereinafter be referred to as SAID UNIT;

AND WHEREAS, the Developer has given inspection to the Purchaser of all the documents of title relating to the said property, the plans, designs,

specifications and if such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (herein after referred to as "the said Act" and the Rules and Regulations made thereunder and the allottee has acknowledged the receipt of the same) etc. the Purchaser has perused the aforesaid documents and is satisfied with the same;

AND WHEREAS, the Developer has agreed to sell the SAID UNIT alongwith the right to use the car parking in the stilt to the Purchaser for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** for the construction of the SAID UNIT and for the purchase of corresponding undivided proportionate share in the land, subject to the further terms and conditions hereafter specified;

AND WHEREAS, the Purchaser has agreed to make payment of the above-said sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** in the manner stipulated in Schedule No II thereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter;

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

AND WHEREAS, while sanctioning the said plans Concerned Competent Authority and / or Government has laid down certain terms, conditions, specifications and restrictions which are to be observed and performed by the Builder / Developer while developing the project land and the said building and upon due observation and performance of which only the Completion or Occupancy Certificate in respect of the said building / buildings shall be granted by the Competent Authority.

AND WHEREAS, the Builder / Developer has accordingly commenced construction of the said building / buildings in accordance with the approval plan;

AND WHEREAS, the Carpet area as defined under clause (K) of section 2 of the said Act, of the Unit is \_\_\_\_\_ m<sup>2</sup>;

AND WHEREAS, the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the term, 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, under section 13 of the said Act, the Developer is required to execute a written Agreement for Sale of said unit with the Purchaser and also to register said Agreement under the Registrar Act 1908 (Central Act 16 of 1908);

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

**1. PREMISES**

The Developer shall, under normal conditions, construct in the said Complex identified as **SHARAYU AURA** comprising of the SAID UNIT No.\_\_\_\_ having a super built-up area of, \_\_\_\_ m<sup>2</sup> and Carpet Area of \_\_\_\_ on the on the \_\_\_\_ Floor (herein referred to as the SAID UNIT in accordance with the specifications contained in Schedule No. IV hereafter written, which Unit is described in detail in Schedule No. III hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

**2. CONSIDERATION:-**

- a) The Purchaser agrees to purchase the SAID UNIT for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- b) The above-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) includes the cost of undivided share of the said Plot of land proportionate to the area of the SAID UNIT.
- c) That on execution of this Agreement, the Unit Holder has paid a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) vide cheque no \_\_\_\_\_ of \_\_\_\_\_ Bank, dated \_\_\_\_\_.
- d) The balance consideration shall be paid as per the construction linked payment plan in Schedule II. It is expressly agreed by and between the

parties hereto that timely payments is regarded as the essence of this contract since the construction has to be carried out within the time stipulated in this agreement and that delay in payments will cause hardships to the Developer on account of time and cost overruns.

e) No amount paid by the Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the Builder/ Vendor until the value thereof is realized in the bank account of the Builder/ Vendor.

**3. PROJECT NAME: -**

The name of the scheme shall always remain "**SHARAYU AURA**" which shall not be changed at any time in future even after the transfer/ assignment conveyance of the premises/ property to the Purchaser or any other entity.

**4. PARKING SPACE:**

The project has a facility of parking 16 cars under the stilt. It is made clear to the Purchaser that the aforesaid car parking spaces forms part of the common areas and that the Purchaser on purchase of the said unit shall have the right to use the car parking space provided in the stilt jointly along with the other residents of the complex. The Purchaser agrees that no exchange car park has been allotted to him.

**5. CHANGES:-**

Changes or additions or extra items, if required by the Purchaser will be accepted at the sole discretion of the Developer in writing from the Purchaser, the cost of which shall be paid extra by the Purchaser in advance and in the manner determined by the Developer. In such an event, the time limit for handing over the SAID UNIT shall stand revised as decided by the Developer / Vendor.

**6. DELIVERY, PAYMENT, USE AND MAINTENANCE OF THE APARTMENT:-**

a) The Developer shall complete the SAID UNIT as per the specifications in Schedule IV and obtain occupancy certificate on or before 4 months subject to an extension of further 3 months, and after obtaining the Occupancy Certificate from the Competent Authorities, handover delivery to the Purchaser provided all the amounts due and payable by the Purchaser under this Agreement are paid by the Purchasers to the Developer.

- b) The Developer shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the Purchaser and the Purchaser shall, within 30 days from the receipt of the notice, take delivery of the SAID UNIT. The Developer upon giving the intimation as stated above, shall be deemed to have completed the SAID UNIT in accordance with this Agreement and shall not be responsible in any manner whatsoever, if the Unit Holder delays in taking delivery of the SAID UNIT.
- c) Before taking the possession of the SAID UNIT and within 30 days of the receipt of Purchaser, if a notice from the Builder/ Vendor that the SAID UNIT is ready for occupation, the Purchaser shall inspect the SAID UNIT and satisfy himself or herself that the same has been constructed as per the plan and specification. After such verification, the Purchaser shall be bound and liable to take possession of the SAID UNIT within the stipulated time by signing the Possession Certificate and shall not thereafter be entitled to raise any objection, dispute or contention in these respects. Upon the Purchaser taking possession of the SAID UNIT he/she shall have no claim against the Builder/ Vendor in respect of any item of work in the SAID UNIT which may be alleged not to have being carried out or completed.
- d) The Developer shall not incur any liability if it is unable to deliver the SAID UNIT by the date stipulated in clause No. 6 (a) if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power / drainage / sewage connection, withholding of completion/ occupancy certificate by the concerned authority or by reason of war, civil commotion or any of acts of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and / or any Court / Forum and / or any other Public or Competent Authority or for any other reason beyond the control of Developer and in any of the aforesaid events, the Developer shall be entitled to reasonable additional extension of time for delivery of the SAID UNIT.
- e) (i) If for reasons other than the ones stipulated hereinabove, the Developer is unable to or fail to give delivery of the SAID UNIT to the Purchaser within the date specified in clause 6 (a) above, or clause 6 (d) above or within any further date or dates agreed to by and between the Parties hereto, then and



in such case, the Purchaser shall give notice to the Builder / Vendor terminating this Agreement, in which event, the Builder/ Vendor shall, within 30 days from the receipt of such notice, refund to the Purchaser the amount, if any, that may have been received by the Developer from the Purchaser in respect of the SAID UNIT without interest.

(ii) The Developer shall pay to the Purchaser a sum of Rs. 25, 000/- (Rupees Twenty Five Thousand only) as liquidated damages in respect of such termination. Upon such termination, neither Party shall have any other claim against the other in respect of the SAID UNIT or arising out of this Agreement and the Developer shall be at liberty to allot and dispose of the SAID UNIT to any other person for such consideration and upon such terms and conditions as the Builder may deem fit.

- f) The Purchaser shall use the SAID UNIT only for the purpose of residence. The Purchaser shall not carry out any acts or activities which are obnoxious, antisocial, illegal, and prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.
- g) The Purchaser shall, from the date of possession, maintain the SAID UNIT and walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID UNIT and / or common passages, or the compound or any other common areas, which may be against the conditions or rules or byelaws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or byelaws.
- h) The Purchaser shall not let, sublet, sell, transfer, assign or part with her interest under or benefit of the Agreement or part with delivery of the SAID UNIT until all the dues payable by her to the Developer under this Agreement are fully paid up and that too only if the Purchaser has / have not been guilty of breach or non-observance of any of the terms and / or conditions of this Agreement and until she obtain/s the prior consent in writing of the Developer.

- i) if within a period of five years from the dates of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the unit or the building in which the Apartment are situated or any defects in workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. In case the Purchaser carry out work within the apartments, then in such an event the Developer shall not be liable to rectify or pay compensation. But the Developer may offer services to rectify such defects with nominal charges. Hairline humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work.

**7. PROVISIONS OF THIS AGREEMENT APPLICABLE TO OCCUPIERS/  
SUBSEQUENT PURCHASER**

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 said Unit said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/ or subsequent Purchaser of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.

**8. OUTGOINGS:-**

- (a) Infrastructure tax, presently charged at Rs. 200 per m<sup>2</sup> of built up area, GST at 12% of the sale value, or any development / betterment charges, payable to the Government or any new tax or levy by the Central or State Government shall be payable by the Purchaser as and when due. The Purchaser agrees to pay to the Developer such share of the Purchaser of such charges or deposit when they become due.
- (b) Any taxes, charges or outgoings levied by the Village Panchayat of Siolim or any other Competent Authority exclusively pertaining to the SAID UNIT shall be borne by the Purchaser from the date of Occupancy Certificate irrespective of whether the Purchaser has / have taken the possession of the SAID UNIT or not.

- (c) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other document/s or finalizing the final Deed of Transfer by virtue of this Agreement in favour of the Purchaser or the Entity, shall be borne by the Purchaser.

**9. ASSOCIATION OF UNIT OWNERS:-**

The Purchaser agrees and undertakes that it shall join any Association/ Society of Unit/ Flat Owners as may be formed by the Developer on behalf of unit/ flat owners and to pay any fees, subscription charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.

**10. TRANSFER:-**

- (a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law OF the said Property or any part, thereof.
- (b) Upon handing over possession of the SAID UNIT, the Builder/ Vendor shall execute the conveyance of the said Property standing therein in favour of the Co-operative Housing Society formed by the Purchasers of all the Units in the said Complex. Or in the alternative the Developer shall execute / get executed the Conveyance of the SAID UNIT along with undivided proportionate share of land at the cost of the Purchaser in the name of the Purchasers.
- (c) The Developer shall entirely at their discretion, decide whether to organize the formation Co-operative Housing Society, or a Co-operative Society for maintenance only or an unregistered association in respect of the said scheme. For the sake of conveniences, the said Association/ Society is in certain clauses of the present agreement referred to as the "Entity".
- (d) Once the Builder/ Vendor take a decision in this matter the Purchaser agrees and undertakes to join as member of any such Co-operative Society or Association that may be formed as well as to bear all the related expenses, sign all necessary papers and extend fullest cooperation for this purpose, and pay the entrance fee, share money and advocate fees, relating to the formation of Society/ Association.

(e) Under the Co-operative law, a Co-operative Society is formed by its promoters and members. Accordingly it is hereby made very clear that the Builder/ Vendor shall as matter of courtesy only assist the Purchaser in forming a Co-operative or an Association of persons or such other entity for holding owning and/ or maintaining the said scheme. The Developer however will not be responsible for the formation and registration of the society/ Association.

**11. FORMATION AND DEPOSIT FOR COMMON ENTITY AND EXPENDITURE: -**

- a) The Builder/ Vendor shall have the exclusive option to form any Entity/ Society/ Association/ Company for the purpose of maintenance of the said Complex which shall be managed by the said Entity.
  
- b) With effect from the date of formation of the Association or Co-operative Society, the responsibility for the maintenance of the said premises shall be taken over by the said Association or Co-operative Society through its Managing Committee. On the vesting of the maintenance of the premises and land in management of the Association or Co-operative society, the Association or Co-operative Society shall thereupon take over the complete responsibility for the maintenance of the premises and property and shall be solely responsible for collection of dues from their dues from their members and for the disbursement of such collection in relation to the said Property including payment of ground rent, taxes, salaries of the employees charged with the duties for the maintenance of the property and the security of the premises to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the Association or Co-operative Society fails to perform its obligations mentioned hereinabove, the Developer in any event shall stand absolved from their responsibility of managing the premises, receiving and payng the outgoings including the taxes and other incidental charges connected with the maintenance and security of the premises. The Purchaser hereby indemnifies the Developer in that behalf. The Purchaser shall do all such facts, deeds and things as they may be required to do by the Developer to ensure that such obligations as aforesaid are undertaken and performed by the Association or Co-operative Society, being their successor in interest and failure or lapse on the part of the Purchaser in doing so shall entitle the

Developer to rescind this Agreement and the consequences of succession as envisaged hereinafter shall follow.

- c) The Purchaser, whether he/ she occupies or resides in the said premises or not, shall pay such amounts as may be determined by the Developer towards maintenances and common expenses including common lights, repairs and salaries of security guards, sweepers and all other expenses necessary and incidental to the management and maintenances of the said Complex as also expenses towards house tax, local taxes, betterment charges or such other levies by the concerned local authorities and/ or Government, water charges, electricity charges, insurance until and Association or Co-operative Society is formed. If sales tax, service tax or other levies applicable as per any State/ Central Government acts, should be paid by the Purchaser separately.
- d) The Purchaser shall pay regularly a monthly sum of Rs 2400/- (Rupees Two Thousand Four Hundred Only) per month towards maintenance of the complex on the project being granted occupancy certificate.
- e) In addition to the monthly sum of Rs 2400/- payable by the Purchaser, the Purchaser undertakes to give Sinking Fund of Rs 24, 000/- (Rupees Twenty Four thousand only) to the Builder/ Vendor before taking possession of the Unit. This Sinking Fund amount will kept in the form of FD's in the name of the Society / Association.
- f) After selling entire premises and all the Purchasers having paid the entire consideration and other amounts payable under this Agreement the Purchaser alone and the Developer shall not be liable to contribute any amount towards such taxes.
- g) The Purchaser shall on or before delivery of the said premises pay to the Builder/ Vendor the following amounts: -
  - i. Rs. 24, 000/- Sinking Fund Maintenance deposit (transferable to the Society/ Association).
  - ii. Rs. 200 per sq. mt. towards infrastructure tax.
  - iii. Rs. 35, 000/- towards Common Transformer, 3 Phase Electricity meter and Common Water Connection.

- iv. Monthly maintenance charge of Rs.2400/- for First Floor and Second Floor. Monthly maintenance of Rs. 2000/- for Ground Floor.
  - v. Legal and Documentation Fees amounting to Rs. 5,000/-
  - vi. STP installation Charges amounting to Rs. 20,000/-
  - vii. 12% of GST.
- h) After formation of Association/ Co-operative Society, the aforesaid deposit mentioned in (g) i. shall be paid over by the Developer to the Association/ Co-operative Society as the case may be.
- i) The maintenance cost shall be reviewed and revised by the Developer or by the entity from time to time and the Purchaser undertake to pay the increased maintenance cost as may be decided and demanded by the Developer or the Entity. Common Services are maintenance charges are liable to service tax.
- j) If the Developer and/ or the Association/ Co-operative Society are of opinion that the amount fixed hereinabove will not sufficient for proper maintenance of "Sharayu Aura" the Developer and or the Association/ Co-operative Society are authorized to increase this deposits with prior intimation to the Purchaser and the Purchaser shall pay the same within fifteen days from the date of such intimation.
- k) It is, however, expressly agreed and understood that incase of delay in the formation or non formation of any such body or association or entity of the premises holders in the said complex, the Developer shall be at any time at his own discretion refund such deposit (as per clause no. 13 (g) (i)) to the Purchaser whereupon the Developer shall not be in any manner be responsible to look after the said matter regarding the said scheme. Furthermore, if any additional amount is to be contributed due to exhaustion of said initial contribution; the Purchaser shall be bound to make such contribution from time to time.

#### NO DUES CERTIFICATE

The Purchaser(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the said premises, without taking "No Dues Certificate"

from the Developer and/ or the Maintenance Agency/ Association/Society regarding the maintenance charges payable for the services.

**12. GENERAL:-**

- (a) The Purchaser confirms having taken inspection, to their full satisfaction, of the requisite documents of Title to the said Property and of the plans / approvals / licenses relating to the SAID UNIT. The Purchaser also confirm/s having taken physical inspection of the said Plot and the plans of the SAID UNIT and satisfied themselves as to its size, area, location and dimensions.
- (b) The Purchaser shall be bound to sign all the papers and documents and do all the things and matters as the Developer may require from her from time to time in this behalf for safeguarding inter alia the interest of the Developer and the Purchaser.
- (c) The Purchaser shall, on the date of signing the agreement, notify to the Developer the address where any letters, reminders, notices, documents, papers etc. are to be served to him. The Purchaser shall also, from time to time notify, any change in her address to the Builder, any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting or Email shall be deemed to have been lawfully served to the Purchaser.
- (d) If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the Purchaser as stipulated in this Agreement, the Floor Area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the Builder along without any rebate to the Unit Holder.
- (e) All disputes, which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and / or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or in relation to any matter whatever concerning this Agreement shall be referred to Arbitration in accordance with the Provisions of The Indian Arbitration and Conciliation Act, 1996.

- (f) At present, the possession of the SAID UNIT has not been handed over to the Purchaser on this date.
- (g) The sale consideration of the SAID UNIT is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and accordingly **Rs. \_\_\_\_\_/-** stamp duty is affixed to this agreement.
- (h) All notices required to be served on the Developer and the Purchaser hereto shall be made in writing and shall be deemed to be served properly when delivered by registered post with AD or through courier or by E-mail on the respective addresses mentioned hereunder:

In the case of the Developer:

**M/s Gautam Smart & Value  
Housing Corporation**

OFFICE No. 512

Gera Imperium 2

Patto Plaza, Panaji, Goa 403001

E-mail: gautamvaluehomes@gmail.com

In the case of Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE - I**

WHEREAS, there exists all that part and parcel of land admeasuring 1676m<sup>2</sup> bearing Sy. No. 70 Sub Division No. 1- E, with a residential house bearing H. No. 230/A as recorded by the Village Panchayat of Siolim – Marna, identified as SINDIACHI BATI situated at Siolim, within the limits of Village Panchayat Siolim, Taluka and Registration Sub- District of Bardez. District North Goa in the State of Goa; which property is described in the Office of Land Registrar of Bardez under no. 13768 of book B- 36 (New) and is enrolled in the Taluka Revenue Office under Matriz no. 719 of Siolim.

The SAID PLOT bearing Sy. No. 70/1- E is bounded as under:-

Towards the North: - Sy. No. 71/74 of Siolim.

Towards the South: - Public Road

Towards the East: - Sy. No. 70/1- C and 70/2 (part of Siolim)

Towards the West: - Sy. No. 70/1-A of Siolim

**SCHEDULE -II**  
**Mode of payment**

<b>PAYMENT PLAN</b>		
On Booking	20%	
On Agreement	10%	
On Completion of Foundation	10%	
On Completion of Plinth	5%	
On Completion of Ground floor Slab	10%	
On Completion of First floor Slab	10%	
On Completion of Second floor slab	10%	
On Commencement of Masonry	7.5%	
On Commencement of Internal Plastering	7.5%	
On Commencement of tiling	5%	
On completion of common amenities and obtaining occupancy certificate	5%	
<b>TOTAL</b>	<b>100%</b>	

**SCHEDULE III**

(Description of the premises)

All that **1 BHK** premises identified as **Unit No. \_\_\_\_\_** situated on the \_\_\_\_\_ **Floor**, having **super built-up area of \_\_\_\_\_ m<sup>2</sup> and Carpet area \_\_\_\_\_ m<sup>2</sup>** alongwith car park in stilt in the project "SHARAYU AURA" proposed to be constructed in the property described in the SCHEDULE – I herein above written.

Unit No. \_\_\_\_\_ is shown marked in red color in the \_\_\_\_\_ **FLOOR** plan annexed hereto and forming part of this agreement.

**SCHEDULE IV**  
**(Building Specifications)**

All specifications stated herein shall supersede any information or proposals mentioned in any presentation drawings / Brochures or advertisements released by the Developer.

**STRUCTURE:-**

R.C.C. framed structures: - The external walls will be laterite / brick 23 cm. thick internal partition walls will be 11.5 cm brick Masonry.

**PLASTER:-**

External plaster will be double coat sand cement plaster. Internal plaster will be single coat with cement plaster with ready putty / stucco plaster.

**FLOORING:-**

Vitrified flooring / Rustic tiles or equivalent for full apartment. Toilet floor will have rough texture flooring and toilet wall tiles will be designer tiles (Matt or Glazed) upto 1.8 mt. height.

**DECOR:-**

The external walls will be painted with premium quality acrylic water-proof paint. Internal walls will be painted with acrylic emulsion.

**DOORS :-**

The teak wood paneled main door, other doors to be flush / teak with melamine polish.

**WINDOWS:-** shall be powder coated aluminum or color anodized.

**KITCHEN:-**

Granite platform with a single bowl stainless steel sink. Provision for water purifier and grinder. 60-cm Ceramic / glazed tiles above the platform will be provided. Provision for washing machine.

**TOILET:-**

Cera Sanitary ware and reputed C.P. Jaquar / Marc/ Essess or equivalent. Sanitary fittings. Provision for geyser (hot and cold arrangement).

**ELECTRICAL:-**

Concealed electrical conduit with Finolex or equivalent copper wiring with reputed brand Modular switches, cable T.V., Telephone point in every bedroom and living room, provision for A.C.

**WATER SUPPLY:-**

A common underground sump of adequate capacity with a electrical pump and overhead tank will be provided.

**LIFTS:**

The elevators shall be of standard quality of Johnson/Schindler/Dyna or equivalent make.

**Common external amenities as under:-**

- 1) All the ground area used as a driveway around the building shall be asphalted and properly lit with street lighting; remaining area shall be landscaped and paved or treated.
- 2) Generator with auto start shall be provided. The capacity of the Generator shall be sufficient for one elevator per building, common lighting and common
- 3) Clubhouse (Pool, Fitness Centre, Party area).
- 4) CCTV
- 5) Entrance Gate alongwith security cabin.
- 6) STP

SIGNED AND DELIVERED )  
By the Party of the )  
First Part )

\_\_\_\_\_  
**Mr. Gaurish Pereira**  
**OWNER/VENDOR**

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SIGNED AND DELIVERED )  
By the Party of the )  
Second Part )

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**Mr. Gautam Pereira**  
**M/s GAUTAM SMART AND VALUE**  
**HOUSING CORPORATION**  
**DEVELOPER**

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SIGNED AND DELIVERED )  
By the Party of the )  
Second Part )

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**Ms. Ashwini Pereira**  
**M/s GAUTAM SMART AND VALUE**  
**HOUSING CORPORATION**  
**DEVELOPER**

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SIGNED AND DELIVERED )  
By the Party of the )  
Third Part )

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( \_\_\_\_\_ )  
**PURCHASER**

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**In the presence of:-**

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