

**AGREEMENT FOR CONS TRUCTION AND SALE**

THIS AGREEMENT is made at PANAJI Goa on this\_\_\_\_ day of the month of September of the year Two Thousand and Nineteen BETWEEN:

1. ...., a Partnership Firm registered under the Indian Partnership Act having its office at ..... Panaji-Goa, holding Pan card no....., herein represented by its Partners  
 (i)Mr....., of age ..... years, Son of Shri. ...., married, holding Pan card No....., Aadhaar Card No.- .....l ,Email Id: ..... Telephone No.-....., Indian National, Residing at .....Goa And ;  
 (ii) Mr....., of age ..... years, Son of Shri. ...., married, holding Pan card No....., Aadhaar Card No.- .....l ,Email Id: ..... Telephone No.-....., Indian National, Residing at .....Goa, hereinafter referred to the as the **“BUILDERS/VENDORS/PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its representatives and assigns) of FIRST PART.

2. ...., son/daughter of ....., aged about \_\_\_\_ years, occupation .....,married/unmarried holding PAN Card no.....,Aadhaar Card No.....Email Id.....Telephone .....

No. \_\_\_\_\_, residing at \_\_\_\_\_ hereinafter referred to as “**THE UNIT HOLDERS**” (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include their heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

**WHEREAS the BUILDERS/VENDORS/PROMOTERS have entered into an Agreement for Development Cum Sale with the Land Owners Mr. ....and Mrs..... duly registered on 31<sup>st</sup> October 2018 which is registered with No: PNJ-BK1-03087-2018 , at the Office of Subregistrar ,Panaji-Goa.**

WHEREAS there exists all that part and parcel of land identified as Plot D admeasuring 514 sqmts, forming part of the Property denominated as ‘ODLI XIR’ situated at Morombi-o Grande Village, Parish of Merces within the limits of Village panchayat of Chimbel , Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa hereinafter referred to as **THE SAID PLOT** and is described in detail in the Schedule I hereunder written.

WHEREAS THE SAID PLOT belonged to Shri. Laxmikant Pandurang Amonkar and his wife Smt. Lalita Laxmikant Amonkar having acquired the same vide Deed of Sale dated 16-9-2010 duly registered under no.PNJ-BK1-02720-2010,CD Number PNJD2 dated 16-9-2010 in the office of Sub registrar of Ilhas.

WHEREAS on 24-6-1982 Sanad under no.4(i)-1558-81-RB was issued by the Collector North Goa for conversion of the land admeasuring 452 sqmts of Survey no.204(part)for Residential Purpose.

WHEREAS on 31-10-2018 the said above name owners entered into an Agreement for Development Cum sale with the Builder/Vendor/Promoter hereto, agreeing to sell THE SAID PLOT for development and construction purpose and for the sale of built-up units to be constructed on the said Plot on the terms and conditions set out therein.

WHEREAS by Power of Attorney dated 17-12-2018 the above named owners authorized the Builder/Vendor/Promoter to conduct the development and construction activated in the said Plot.

WHEREAS on 5-8-2019 Construction License under no.VP/CHIM/2019-20/CONST-LIC/4/680 was issued by the office of Village Panchayat of Chimbhel for construction of proposed residential building and compound wall in THE SAID PLOT.

AND WHEREAS, the BUILDER/VENDOR/PROMOTER has appointed Mr. Neville Monteiro as the Architect and he registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects, and whereas the BUILDER/VENDOR/PROMOTER has registered the Project under the Provision of the RERA and Rules framed there under the Act with the RERA Authority at \_\_\_\_\_ under no.\_\_\_\_. Authentic Copy is attached in Annexure.

AND WHEREAS, the BUILDER/VENDOR/PROMOTER has appointed a Structural Engineer Mr. Jitendra M Gaonkar for the preparation of the structural design and drawing of the Building and the BUILDER/VENDOR/PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project.

AND WHEREAS, the Authenticated copies of Certificate of title issued by the Legal Practitioner of the BUILDER/VENDOR/PROMOTER, or any other relevant Revenue Record showing the nature of the title of the BUILDER/VENDOR/PROMOTER to the Project land on which the building project is constructed have been annexed hereto.

AND WHEREAS, the authenticated copies of the plan of layout as proposed by the Builder/Vendor/Promoter and According to which the construction of the building and open spaces are proposed to be provided for on the said premises have been Annexed hereto.

AND WHEREAS, the authenticated copies of Certificate of Title issued by ....., showing nature of title of the project Land on which the apartments/ shops are to be constructed or are to be constructed have been annexed hereto.

AND WHEREAS, the authenticated copies of the plan and specification of the said agreed to be Purchased by the Purchaser/Unit Holder, As sanctioned and approved by the Competent Authority have been Annexed hereto.

AND WHEREAS the Builder/ Vendor/ Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s/villas wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said project;

AND WHEREAS the Builder/Vendor/Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

WHEREAS noncompliance of the permissions and approvals obtained from the concerned departments the Builder /Vendor/ Promoter proposed construction of building project known as “VEDANT CLASSIC” in the SAID PLOT.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the BUILDER/VENDOR/PROMOTER has right to sell Flats in the said project to be constructed by the BUILDER/VENDOR/PROMOTER on the said Plot and to enter into Agreement/s with the Purchaser/UNIT HOLDER of the Flat to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser, the Builder/ Vendor/Promoter has given inspection and copies to the PURCHASER/UNIT HOLDER of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Builder/Vendor/Promoter 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 has acknowledged the receipt of the same;

WHEREAS the Purchaser/Unit Holders have approached the Builder/Vendor/Promoter agreeing to purchase a all that Flat bearing no.\_\_\_\_\_ having a super built up area of \_\_\_\_\_ Sqmts (approximately) corresponding Carpet area of approximately \_\_\_\_\_ of the Project ‘VEDANT CLASSIC’ along with the undivided proportionate share of land corresponding to the said Flat, described in detail in the Schedule no.III hereafter written and shall hereinafter be referred to as SAID UNIT/FLAT.

WHEREAS the Builder/Vendor/Promoter have agreed to sell the said UNIT/FLAT to the PURCHASER/UNIT HOLDER for a total consideration of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) subject to the further terms and conditions hereafter specified.

WHEREAS the PURCHASER/UNIT HOLDER has agreed to make Payment of the above said sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) in the manner stipulated in scheduleno.III hereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH:-

1:- PREMISES

(a)- The Builder/Vendor/Promoter shall, under normal conditions, construct in the said Complex identified as \_\_\_\_\_comprising of the said Unit having Carpet area of approximately \_\_\_\_\_Sqmts (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.II hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

2.-CONSIDERATION:-

(a)- The Purchaser/Unit Holders agree to make payment of the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as per the mode

of payment specified in Schedule no.III within seven days of such notice being received.

b.-The above said sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_only) includes the cost of the Undivided proportionate share of land corresponding to the said Unit/Flat.

(c).- If the Purchaser/Unit Holders commits default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor/Promoter 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/Promoter shall, however, on such termination shall refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor/Promoter, The amount of the unit paid until such date shall be only returned to the UNIT HOLDERS after the sale of the said unit after forfeiting an amount of Rs.2,00,000/- (Rupees two lakhs only) without any further amount by way of interest or otherwise.

(d).- On the Builder/Vendor/Promoter terminating this Agreement under this clause, they shall be at liberty to allot and dispose off the SAID UNIT/FLAT to any other person as the Builder/Vendor/Promoter deem fit, for such consideration as the Builder/Vendor/Promoter may determine and the PURCHASERS/UNIT HOLDERS shall not be entitled to question this act of the Builder/Vendor/Promoter or to claim any amount from the Builder/Vendor/Promoter.

(e)- Without prejudice to the Builder/Vendor/Promoter the other rights of this Agreement and/or in law , and at the sole discretion of

the Builder/ Vendor/Promoter the Purchaser/Unit Holders shall be liable to pay to the Builder/Vendor/Promoter, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the Purchaser/Unit Holders under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

(f).- The Builder/Vendor/Promoter shall have a first lien and charge on the SAID UNIT/FLAT, construction of which is agreed to be financed by the PURCHASER/UNIT HOLDERS in respect of any amount payable by the Purchaser/Unit Holders to the Builder/Vendor/Promoter under the terms and conditions of this agreement.

### 3.-CHANGES:-

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

### 4.-DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

(a).- The Builder/Vendor/Promoter shall complete the said Unit on or before 5<sup>th</sup> August 2024 subject to an extension of further Six months, and only after obtaining the Occupancy Certificate from the Competent Authority, hand over its delivery to the UNIT HOLDERS. Provided all the amounts due and payable by the UNIT HOLDERS under this Agreement are paid by the UNIT HOLDERS to the Builder/Vendor/Promoter.



(b).- The Builder/Vendor/Promoter shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the UNIT HOLDERS and the UNIT HOLDERS shall, within 7 days from the receipt of the notice, take delivery of the SAID UNIT/FLAT. The Builder/Vendor/Promoter upon giving the intimation as stated above, shall be deemed to have completed the said Unit in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the UNIT HOLDERS delays the taking delivery of the said Unit.

(c).- The Builder/Vendor/Promoter shall not incur any liability if it is unable to deliver the said Unit by the date stipulated in clause no.4(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 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 Builder/Vendor/Promoter and in any of the aforesaid events, the Builder/Vendor/Promoter shall be entitled to reasonable additional extension of time for delivery of the SAID UNIT/FLAT.

(d)(i).-If for reasons other than the ones stipulated hereinabove, the Builder/Vendor/Promoter is unable to or fail to give delivery of the said Unit to the UNIT HOLDERS within the date specified in clause 4(a) above, or clause 4 (c) above or within any further date or dates agreed to by and between the Parties hereto, then in such case, the UNIT HOLDERS shall give notice to the Builder/Vendor/Promoter terminating this Agreement, in which event the Builder/Vendor/Promoter shall, within 30 days from the receipt of such notice, refund to the UNIT HOLDERS the amounts, if any, that may have been received by the Builder/Vendor/Promoter from the UNIT HOLDERS in respect of the said Unit without interest.

(ii).- The Builder/Vendor/Promoter shall pay to the UNIT HOLDERS a sum of Rs.2,00,000/-(Rupees two lakhs 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 Builder/ Vendor/Promoter shall be at liberty to allot and dispose of the SAID UNIT/FLAT to any other person for such consideration and upon such terms and conditions as the Builder/Vendor/Promoter may deem fit.

(e).- The UNIT HOLDERS shall use the SAID UNIT/FLAT only for the purpose of residence. The UNIT HOLDERS shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

(f).- The Builder/Vendor/Promoter will have the sole right to allot/decide the Open/Covered parking to the UNIT HOLDERS depending upon the availability in the project.

(i).- The UNIT HOLDERS shall, from the date of possession, maintain the SAID UNIT/FLAT, the 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 Units and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the 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 bye-laws.

(j).- The UNIT HOLDERS shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with delivery of the SAID UNIT/FLAT until all the dues payable by

him/her to the Builder/Vendor/Promoter under this Agreement are fully paid up and that too only if the UNIT HOLDERS has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing of the Builder/Vendor/Promoter.

#### 5.-DEFECTS:-

Upon the UNIT HOLDERS taking delivery of the SAID UNIT/FLAT he/she shall have no claim against the Builder/Vendor/Promoter in respect of any item of work in the SAID UNIT/FLAT which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work.

Similarly, the Builder/Vendor/Promoter shall not be responsible for colour /size variations in paintings, doors, flooring tiles, glazed tiles, any natural stones, like marble, granite, any sanitary fittings, etc.

#### 6.-OUTGOINGS:-

(a).-Infrastructure tax of built up area, or any development/betterment charges or deposits if demanded by or to be paid to the Chimbhel Panchayat or any other Competent Authority incidental to the SAID UNIT/FLAT shall be payable by the UNIT HOLDERS in the manner to be determined by the Builder/Vendor/Promoter. The UNIT HOLDERS agree/s to pay to the Builder/Vendor /Promoter within seven days of demand, such share of the UNIT HOLDERS of such charges or deposit.

(b).- Any taxes, charges or outgoings levied by the Chimbhel Panchayat or any other Competent Authority exclusively pertaining to the SAID UNIT/FLAT shall be borne by the PURCHASERS/UNIT

HOLDERS, from the date of Occupancy Certificate, irrespective of whether the PURCHASERS/UNIT HOLDERS has taken the possession of the said Unit or not.

(c)- Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Service tax, GST, Stamp duty, registration charges, etc. if levied or becomes payable by the BUILDER/VENDOR/ PROMOTER or on the project, including the SAID UNIT/FLAT shall be borne by the PURCHASER/UNIT HOLDER and accordingly, the amount of consideration mentioned above, shall stand increased / decreased to that extent. The amount so to be borne by the PURCHASER/UNIT HOLDER shall be paid by the PURCHASER/UNIT HOLDER within 15 days of the intimation by the BUILDER/VENDOR/ PROMOTER, notwithstanding the fact that the SAID UNIT/FLAT, at that point of time, may have already been transferred unto the PURCHASER/UNIT HOLDER or its possession handed over to the UNIT HOLDER.

(d)-GST, at actual, will be paid by the PURCHASER/UNIT HOLDER along with the instalment due.

(e)-PURCHASER/UNIT HOLDER shall deduct TDS as per income tax rules and provide TDS certificate to the BUILDER/VENDOR/PROMOTER in time wherever applicable.

#### 7.- VARIATIONS IN PLANS:

(a)It is hereby agreed that the BUILDER/VENDOR/PROMOTER shall be entitled, and are hereby permitted to make such variations and alterations in the building plans or in the layout/elevation of the building including relocating the parking lot, varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the

BUILDER/VENDOR/PROMOTER shall be entitled to amalgamate the said property with one or more adjoining property and also to grant or to obtain access or right of way to or from such adjoining property and/or to or from such subdivided portions if any. The PURCHASER/UNIT HOLDER hereby gives his/her express consent to the above and it shall be considered as consent in writing of the UNITHOLDER required by law.

(b) All plans for the said scheme have been prepared and approvals/construction licence with respect to the same have been obtained, on the basis of the survey plans of the said property and areas mentioned therein.

(c) In the event the BUILDER/VENDOR/PROMOTER are required to permit the owner/s of any of the adjoining property, the use of any portion of the said Plot by way of right of way or by way of right of use, the BUILDER/VENDOR/PROMOTER shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the FAR (floor area ratio corresponding to the area so given).

(d) It is further agreed and understood that any benefit of FAR/FSI in respect of the said plot at any time shall always accrue and belong to the BUILDER/VENDOR/PROMOTER even if such increase is made after handing over of the said Premise to the UNIT/HOLDER or the execution of the Deed of Sale or Transfer document in respect of the undivided rights in the land in favour of the UNIT HOLDER.

(e) The BUILDER/VENDOR/PROMOTER shall be entitled to accordingly carry out any additional construction on the said plot at any time making use of such FAR/FSI and shall also be entitled to carry out any additional construction to the building at any time even

after handing over the possession of the said premise to the PURCHASER/UNIT HOLDER and the PURCHASER/UNIT HOLDER shall not in any manner object thereto even if due to such additional construction any open areas are used for such additional construction or the location thereof are changed or the entire plans are modified in any manner as desired by the BUILDER/VENDOR/PROMOTER but without changing the location of the the SAID

UNIT/FLAT and its area it is further accepted by the PURCHASER/UNIT HOLDER that the plan presently got approved by the PROMOTER is subject to further changes/alterations/modifications and or additional and at no time the PURCHASER/UNIT HOLDER shall claim any promissory estoppels or other like rights against the BUILDER/VENDOR/PROMOTER on the basis of the said modified plans.

#### 8.-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 UNIT/FLAT or of the said Property or any part thereof.

(b)- The possession of the SAID UNIT/FLAT shall be given to the UNIT HOLDER provided all the final dues are paid which includes Maintenance, Infrastructure tax, G.E.D charges, society deposits, etc. as mentioned.

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(c)- The Builders/Vendor/Promoters shall have the exclusive option to form any Entity/maintenances Society/ co operative society/ Association/Company for the purpose of maintenance of the said

Complex which shall be managed by the said entity. The said shall be formed within six months to one year from the date of possession of apartment.

(d) The UNIT HOLDER along with other UNIT HOLDERS of the SAID COMPLEX shall join in forming an registering the Society or Association or a Limited Company to be known by such name as the BUILDER/VENDOR/PROMOTER 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/PROMOTER within seven days of the same being forwarded by the BUILDER/VENDOR/PROMOTER to the UNIT/HOLDER, so as to enable the BUILDER/VENDOR/PROMOTER to register the common organization of UNIT HOLDER. No objection shall be taken by the PURCHASER/UNIT HOLDER 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.

(e)- The BUILDER/VENDOR/PROMOTER shall maintain a separate account in respect of sums received by the BUILDER/VENDOR/PROMOTER from the PURCHASER/UNIT HOLDER as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative maintenance Society or association or Company or towards the out goings and shall utilize the amounts only for the purposes for which they have been received.

9-DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES:-

(a) The PURCHASER/S/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the BUILDER/VENDOR, the following amounts :

(i) Rs ..... per sq mtr for two years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(ii) Rs...../- transformer (GED) Charges.

(iii) water and electrical meter charges Rs. ....../-

(iv) Rs...../- as legal charges.

(v) Rs. ....../- per square meter towards Infrastructure tax.

(vi) Rs...../- as Corpus in respect of the Society Deposit or association Limited Company/Federation/Apex Body.

(vii) Society formation Charges Rs. ....../-

(viii) GST as applicable.

(ix) Stamp Duty and Registration Charges as applicable.

10.-.WARRANTY AND REPRESENTATION OF THE BUILDER/VENDOR/PROMOTER:

The BUILDER/VENDOR/PROMOTER hereby represents and warrants to the UNIT/HOLDER as follows :-

(a) The BUILDER/VENDOR/PROMOTER has the requisite Rights to carry out development upon the said plot and also has actual,



Physical and Legal Possession of the said plot for the implementation of the Project in terms of the Agreement for Development and sale dated 31-10-2018.

(b) The BUILDER/VENDOR/PROMOTER has lawful rights and requisite approvals from the competent Authority to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the Project.

(c) There are no encumbrances upon the Project except those disclosed in the title report if any.

(d) There are no litigation Pending before any court of law with respect to the said plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the BUILDER/VENDOR/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.

(e) The BUILDER/VENDOR/PROMOTER 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 UNIT/HOLDER created herein, may prejudicially be affected;

(f) The BUILDER/VENDOR/PROMOTER has not entered into any Agreement for sale and/or development agreement or other agreement/ Arrangement with any person or party with respect to the

Project Land, including the said premises which will, in any manner, affect the rights of UNIT HOLDER under this Agreement.

(g) The BUILDOR/VENDOR/PROMOTER confirms that the BUILDOR/VENDOR/PROMOTER is not restricted in any manner whatsoever from selling the said UNIT/FLAT to the PURCHASER/UNIT HOLDER in the manner contemplated in this Agreement.

(h)The BUILDER/VENDOR/PROMOTER 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.

(i)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/PROMOTER in respect of the Project Land/ the said premises except those disclosed in the title report.

## 11. 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.

## 12.-GENERAL:-

(a).- The UNIT HOLDERS confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the said PLOT and of the plans/approvals/licences relating to the SAID UNIT/FALT.

The UNIT HOLDERS also confirm/s having taken physical inspection of the said Plot and the plans of the SAID UNIT/FLAT And satisfied himself/Herself as to its size, area, location and dimensions.

(b)-Provided it does not in any way affect or prejudice the right of the UNIT HOLDERS in respect of the SAID UNIT the Builder/Vendor/Promoter shall be at liberty to sell, assign, transfer or otherwise deal with its right, title and interest in the said Plot and/or in the said building.

(c)-The UNIT HOLDERS shall be bound to sign all the papers and documents and do all the things and matters as the Builder/Vendor/Promoter may require from him/her from time to time in this behalf for safeguarding inter-alia the interest of the Builder/Vendor/Promoter and the UNIT HOLDERS.

(d)-The UNIT HOLDERS shall, on the date of signing the agreement, notify to the Builder/Vendor/Promoter the address where any letters, reminders, notices, documents, papers etc. are to be served to him. The UNIT HOLDERS shall also, from time to time notify any change in his address to the Builder/Vendor/Promoter. 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 shall be deemed to have been lawfully served to the UNIT HOLDERS.

(e) If at any time prior to the execution of the Deed of Conveyance/sale deed and handing over the respective premises to the UNIT HOLDERS as stipulated in this Agreement, the floor area Ratio presently applicable to the said Plot is increased, such increase shall ensure for the benefit of the Builder/Vendor/Promoter alone without any rebate to the UNIT HOLDER.

13.- Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID unit/Flat or of the said Plot and Building or any part thereof. The PURCHASER/UNIT HOLDER shall have no claim save and except in respect of the SAID UNIT/FLAT along with the undivided proportionate share of land corresponding to the SAID UNIT/FLAT and undivided rights to the other common amenities hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTER until sold/allotted.

14.- 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 Indian Arbitration and Conciliation Act, 1996.

15.- At present the possession of the SAID UNIT/FLAT has not been handed over to the UNIT HOLDERS on this date.

#### SCHEDULE-I

All that part and parcel of land identified as Plot D admeasuring 514 sq.mts., forming part of the Property denominated as 'ODLI XIR' situated at Morombi-o Grande Village, Parish of Mercés, within

the limits of Village panchayat of Chimbél, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which represents Fraction of property described in the Land Registration Office of Ilhas under no.20630 at pages 59 of Book 55B (New) and enrolled in the Taluka Revenue Office under Matriz no.35 and surveyed under survey no.204/11 of Morambi-O-Grande.

The said Plot is bounded as under:-

Towards the North:-By Survey no.204/14 of Village

Morambi-o- Grande

Towards the South:-By Survey no.204/12 of Village

Morambi-O-Grande.

Towards the East :- By the Public Road Mercés –

Ribander

Towards the West :- By Survey no.204/5 of Village

Morambi-O-Grande.

## **SCHEDULE-II**

(Description of the SAID UNIT/FLAT)

All that UNIT/FLAT bearing no.\_\_\_\_\_ having a Rera Carpet area of \_\_\_\_\_Sqmts (approximately) corresponding usable area of approximately \_\_\_\_\_ of the Project 'VEDANT CLASSIC' along with the undivided proportionate share of Land described in the Schedule I herein above.

## **SCHEDULE -III**

**(MODE OF PAYMENT)**

On booking	10%	
On agreement	10%	
Completion of Plinth		10%
1 <sup>st</sup> Slab	10%	
2 <sup>nd</sup> slab	10%	
3 <sup>rd</sup> slab	10%	
4 <sup>th</sup> slab	5%	
Roof Slab	5%	
Commencement of Masonry		10%
Commencement of plaster	5%	
Commencement of Tiling		5%
Commencement of painting	5%	
On Possession	5%	
<hr/>		
		100%

#### SCHEDULE -IV

#### **SPECIFICATIONS:**

(Specification of the FLAT)

The details of the structure its structural design and dimensions are provided by the structural engineer.

The structure shall be designed using the latest building codes for better safety.

A) **FOUNDATION:** Excavations will be carried out as per the instructions of the Structural Engineer.

B) **PLINTH:** The Plinth height will be as directed in the drawings.

**C) STRUCTURE:**

- 1 .RCC frame structure which consist of concrete cast-on –site footings, columns, beams and slabs, sloping/partly flat roof slab (slope as indicated).
2. The staircase shall be of RCC with tread and risers as indicated in the drawings.
3. The RCC shall be well compacted and the shuttering will be in true line, level and plumb as described by the structural engineer.
4. Waterproofing to be of brickbat coba /chemical waterproofing for roof slab & Sunken Toilets.
5. Around 250-350 mm sunk will be provided for the toilets for piping.

**D. SUPERSTRUCTURE:**

1. Exterior walls: The External walls shall be 23 cm or 20 cm concrete blocks / laterite masonry or light weight blocks.
2. Interior walls: The internal partition walls shall be of 4 inch brick masonry (Clay/ Fly ash /light weight bricks).
3. External plaster: All external wall faces shall be have 18 mm cement plaster in two coats , 12 mm cement plaster and top layer 6 mm cement plaster with waterproofing compound finished smooth or sand faced.
4. Internal plaster: All internal wall faces (including ceiling) shall have 12 mm cement plaster in single coat to concrete or masonry surfaces or gypsum punning/ Cement Putty instead of cement plaster.

## **DOOR & WINDOWS**

### **A. Door:**

The main door shall be flush door with teak veneer on both sides. All Internal doors including that of bath shall be flush doors with laminate. Main door frames shall be of teakwood, internal frames shall be of Salwood or equivalent. Toilet door frames shall be of granite.

### **B. Windows:**

Windows shall be aluminum sliding powder coated or coloured anodized or UPVC as directed by architect.

## **FINISHES**

A. Exterior wall finish: The exterior walls shall be plastered and painted with waterproof paint Apex or Equivalent.

B. Interior wall finish: The interior walls shall be finished with plaster or cement putty and painted with Acrylic Emulsion and ceiling with Oil Bound Distemper. Doors will be painted/ varnished/French polished/ Melamine polished.

C. Kitchen Back Splash: Ceramic tiles for Kitchen back splash shall be of 60 cm ht. Kitchen platform shall be of granite top with granite supports & Sink with single bowl shall be provided.

D. The roofing shall consist of clay/Mangalore tiles over 1 layer of battens (1'' x 2'') which are placed at 30 cm c/c.

E. Floor Finish: The flooring shall be of Vitrified tiles 60x60(cm) of Varmora/ Nitco or equivalent make. Bathroom shall have Anti-skid flooring and Wall Dados to be provided upto height of 2.1 meters from the floor tiles.

## **Railings**



A. Interior staircase railing: Railings shall be of M.S. structure and wooden handrail or as directed by architect. The M.S. structure will be finished off with 2 coats of oil paint over primer and the handrail will be polished.

B. Exterior Railing: will be of M.S. as per design and finished with 2 coats of paint or Powder coated.

C. Staircase flooring shall be Kota or as decided by developer /Architect

### **Bathrooms**

Bathroom fittings will be of chrome plated finish of 'Jaquar' or equivalent make. Sanitary ware will be porcelain, white color of "Cera" or equivalent make.

### **Electrical:**

All wiring will be concealed in alcatene conduits and wiring will be with finolex/polycab wires of specified gauge. All switches will be of anchor roma/equally approved make. The Electrical supply shall be three phase connection.

Electrical details will be as follows:

Bed Room: 2 – light points, 1 – fan point, 1=A.C. point , 2-5 amps plug points (one next to the bed and one at main board)

Kitchen: 2 – light points, 1- fan point, 2-15 amps points, 3-5 amps points.

Living/Dining: 2 light point, 1 –fan point, 3-5 amps plug points, 1-15 amps point

Balcony: 1- Light point

Toilets: 2- light point, 1-5 amps plug points, 1-15 amps point for geyser,

Main door: 1 bell push

1. Provisions will also be made for Telephone, TV/cable sockets.

2. Provisions for inverter for all units.

#### Air-Conditioning

1. Air-conditioners that would be installed by buyers should be of split type. The compressors should be located so as not to be seen in the building façade or as directed by developer.

#### Plumbing & Drainage

1. Underground sump (R.C.C) for water storage will be of adequate capacities. Adequate capacity water tanks shall be provided over staircases of each building.

2. All plumbing / piping will be concealed and with CPVC./UPVC

#### Sewage

1. All external sewage lines will be of PVC/SWR pipes.

2. Sewage treatment plant shall be installed if required.

#### Exterior Façade

1. The exterior façade shall be painted as per the approved colour scheme.

Doors and windows shall be as per the architect drawings and details.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

**“THE BUILDER/VENDOR/PROMOTER”**

OF THE FIRST PART -----

herein represented by its  
Partners **(i) SHRI**-----

**(ii) SHRI.** \_\_\_\_\_

BUILDERS/VENDORS/PROMOTERS

SIGNED AND DELIVE-

RED BY THE WITHIN-

NAMED “THE PURCHASER/

UNIT HOLDERS OF THE

SECOND PART \_\_\_\_\_

\_\_\_\_\_

THE PURCHASER/UNIT HOLDERS

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

Name of the Attorney at Law/Advocate- Adv. Shri Siddharth J. Samant

Address : , 503, Edcon Mindspace, Campal , Panaji- Goa

Date : 03.05.2018

### Title Report

#### Details of the Title Report

The Schedule Above Referred to –

All that part and parcel of land identified as Plot D admeasuring 514 sq.mts., forming part of the Property denominated as ‘ODLI XIR” situated at Morombi-o Grande Village, Perish of Mercês, within the limits of Village panchayat of Chimbêl, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which represents Fraction of property descri9bed in the Land Registration Office of Ilhas under no.20630 at pages 59 of Book 55B (New) and enrolled in the Taluka Revenue Office under Matriz no.35 and surveyed under survey no.204/11 of Morombi-O-Grande.

The said Plot is bounded as under:-

Towards the North:-By Survey no.204/14 of Village

Morambi-o- Grande

Towards the South:-By Survey no.204/12 of Village

Morambi-O-Grande.

Towards the East :- By the Public Road Mercês Ribander

Towards the West :- By Survey no.204/5 of Village

Morambi-O-Grande.

Dated .....day 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/PROMOTER 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/PROMOTER 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/ALLOTTEE 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)

