

## **AGREEMENT FOR SALE**

This agreement is executed on this \_\_\_\_\_ day of April of the year Two Thousand and Seventeen BETWEEN: **SPACE ESTHETICS**, a proprietorship, with its office at F-4, 1<sup>st</sup> Floor, Building A1, Jairam Complex, Neugi Nagar, Panaji, Goa, represented in this act by its Proprietor **MR. JOAQUIM FRANCIS FERNANDES**, son of Andre Fernandes, aged \_\_\_\_ years, married, Indian National, residing at Bondir, Santa Cruz, Ilhas, Goa, Holder of PAN Card No. \_\_\_\_\_ and Aadhar No. \_\_\_\_\_ hereinafter called the **BUILDER/OWNER** (which expression shall mean and include unless repugnant to the context his heirs, successors, assigns and other legal representatives) OF THE FIRST PART and OF THE OTHER PART **MR.** \_\_\_\_\_, son of Mr. \_\_\_\_\_ aged \_\_\_\_ years, married, Indian National, Holder of PAN Card No. \_\_\_\_\_ and Aadhar No. \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as the **FINANCER/PURCHASER** (which expression shall mean and include unless repugnant to the context their heirs successors, assigns and legal representatives) of the OTHER PART.

### **W H E R E A S :**

- 1) The BUILDER/OWNER is entitled to develop the property better described in the Schedule No. I hereafter written and shall hereinafter be referred to as the SAID PROPERTY under an agreement dated 23/2/2012 with the owners of the property described in the Schedule No. I.
- 2) The BUILDER/OWNER is constructing in the SAID PROPERTY a building scheme consisting of flats/shops/garages, which building scheme shall hereinafter be referred to as the SAID BUILDING SCHEME for which the necessary approvals are obtained.
- 3) The FINANCER/PURCHASER has approached the BUILDER/OWNER agreeing to finance the construction of the Flat \_\_\_\_\_ of super built up area of about \_\_\_\_\_ sq.mts in the said scheme, which flat is better described in the Schedule No. II herein.

4) The BUILDER/OWNER has agreed to allot the SAID super built up area to the FINANCER/PURCHASER, provided the FINANCER/PURCHASER finances/pays a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the construction of the SAID flat and the FINANCER/PURCHASER has agreed to finance/pay the above said sum for the construction of the SAID super built up area described in Schedule No.II by making the payments as per the Schedule No.III punctually as time of making the payments of the said installments punctually is the essence of this agreement and under the following terms and conditions.

5) The specifications of the SAID super built up area in the SAID BUILDING SCHEME are detailed in Schedule No. IV hereinafter written. The plans and the specifications shall however be subject to changes which may be required to be made at the instance of the competent authority or authorities or the Architect of the OWNER/BUILDER .

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

1) The BUILDER/OWNER shall under normal conditions, construct and complete the building in the building scheme as per the plans seen and approved by the FINANCER/PURCHASER with such modifications as the BUILDER/OWNER may consider necessary or convenient or as may be required by any Public Authority to be made in it or in the said flat at the time of approval of plans or even thereafter but so as not to appreciably reduce the total built up area of the said premises hereby agreed to be financed by the FINANCER/PURCHASER.

2) The FINANCER/PURCHASER expressly consent to the same. No further consent of the FINANCER/PURCHASER shall be required for the said purpose.

3) The FINANCER/PURCHASER hereby agree to finance the premises better described in the Schedule No. II and the price for the said flat shall be calculated at \_\_\_\_\_/- per sq. mts. of super built up area. Upon financing/paying the said full price. The super built up area shall be calculated by adding to the built up area of the flat the proportionate area from the common areas of the building such as staircases etc. The financier shall be entitled to retain the said flat as their own upon the

BUILDER/OWNER handing over the possession of the same to the FINANCER/PURCHASER.

4) The FINANCER/PURCHASER agree and undertake to pay punctually to the BUILDER/OWNER the said amount as per the installments mentioned in the Schedule No.III. Time for payment of each of such installment being the essence of the contract. It is expressly made known to the FINANCER/PURCHASER that any default in payment of the installments will delay the construction of the entire building and scheme and thereby the BUILDER/OWNER may be rendered liable for delay in handing over the flats agreed to be financed/purchased by other persons.

5) The FINANCER/PURCHASER hereby agrees to pay all amounts payable under the terms of this agreement as and when they become due and payable, time for payment of each such installment being the essence of the contract as mentioned above. It is expressly agreed between the parties that the BUILDER/OWNER is not bound to give any notice requiring such payment and the absence of notice from the BUILDER/OWNER shall not be pleaded as an excuse of non-payment or delayed payment of any amount or amounts on their respective due dates.

6) If the FINANCER/PURCHASER commit default in payment of any of the aforesaid amount strictly within the aforesaid time, time being the essence of the contract, and/or in observing and performing any of the terms and conditions of this agreement, the BUILDER/OWNER shall be at liberty to terminate this agreement. The BUILDER/OWNER, shall, however, on such termination, refund to the FINANCER/PURCHASER within one year from the date of resale or fresh agreement of sale which may come to be entered into with respect to the said flat with any other person upon the termination of this agreement, the part payment/s made except the first installment which shall stand forfeited which may have till then been paid by the FINANCER/PURCHASER to the BUILDER/OWNER. This refund however shall be without any further amount by way of interest or otherwise. On the BUILDER/OWNER terminating this agreement under this clause, he shall be at liberty to sell off the said premises to any other person as the BUILDER/OWNER deems fit at such price as the

BUILDER/OWNER may determine and the FINANCER/PURCHASER shall not be entitled to question such sale or to claim any amount from the BUILDER/OWNER .

7) Without prejudice to the BUILDER/OWNER's other rights under this agreement and/or in law, the FINANCER/PURCHASER shall be liable to pay to the BUILDER/OWNER interest at the rate of 2% (two per cent) per month, on all amounts due and payable by the FINANCER/PURCHASER under this agreement, if such amount remains unpaid for seven days or more after becoming due.

8) Possession of the said premises shall be delivered to the FINANCER/PURCHASER after the said multi flats/shops scheme containing the flat described in the Schedule No. II is ready for occupation PROVIDED all the amounts due and payable by the FINANCER/PURCHASER are paid to the BUILDER/OWNER. The FINANCER/PURCHASER shall take possession of the said premises within seven days of the BUILDER/OWNER giving written notice to the FINANCER/PURCHASER intimating that the said premises are ready for occupation. The Project shall be given the name "Aashirwad Green" and the FINANCER/PURCHASER by themselves or even in association with the purchasers of other flats and shops and units in the building, shall never be entitled to and shall never change the said name.

9) Possession of the said premises shall, subject to the extension hereinafter referred, be delivered by the BUILDER/OWNER to the FINANCER/PURCHASER within 24 months from the date of this agreement. The BUILDER/OWNER shall not incur any liability if they are unable to deliver possession of the said premises by the aforesaid date if the completion of the flats/shops or scheme is delayed by reason of War, Civil commotion or any Act of God or if non-delivery or possession is as a result of any notice, order or rule, legislation or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the BUILDER/OWNER and in any of the aforesaid events the BUILDER/OWNER shall be entitled to an extension of 12 months and thereafter to such reasonable extension of time for delivery of possession of the said premises. If the BUILDER/OWNER is unable to or fails to give the possession of the said flats/shops within the period mentioned above or within any further or other periods agreed to by and between the parties hereto, then and in such case, the

FINANCER/PURCHASER shall be entitled to give notice to the BUILDER/OWNER terminating the agreement, in which event the BUILDER/OWNER shall within 8 weeks from the receipt of such notice refund to the FINANCER/PURCHASER the amounts, if any, that may have been received by the BUILDER/OWNER from the FINANCER/PURCHASER in respect of the said premises. The BUILDER/OWNER shall also pay to the FINANCER/PURCHASER a sum of Rs.30,000/- (Rupees thirty thousand only) as liquidated damages in respect of such termination and nothing further. Upon such termination and upon the payment of the above amounts the BUILDER/OWNER shall be at liberty to allot and dispose off the said premises to any other person for such consideration and upon such terms and conditions as the BUILDER/OWNER may deem fit.

**10)** If as a result of any legislation, order or rule, the BUILDER/OWNER is unable to complete the aforesaid flats/shops and/or to give possession thereof to the FINANCER/PURCHASER the only responsibility and liability of the BUILDER/OWNER will be to pay over to the FINANCER/PURCHASER the total amount that may have been received by the BUILDER/OWNER at that time and in the manner as may be received by the BUILDER/OWNER pursuant to such legislation, or rule and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement, or otherwise howsoever.

**11)** The BUILDER/OWNER shall have a first lien and paramount charge on the said premises agreed to be acquired by the FINANCER/PURCHASER in respect of any amount payable by the FINANCER/PURCHASER under the terms and conditions of this agreement.

**12)** Upon possession of the said premises delivered to the FINANCER/PURCHASER they shall be entitled to the use and occupation of the said premises. Upon the FINANCER/PURCHASER taking possession of the said flat premises they shall have no claim against the BUILDER/OWNER in respect of any item or work in the said premises which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls

shall not be considered as defective work unless the Architect of the BUILDER/OWNER gives his opinion otherwise.

**13)** Commencing a week after notice is given by the BUILDER/OWNER to the FINANCER/PURCHASER informing that the said premises are ready for use and occupation, the FINANCER/PURCHASER shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises mentioned in this agreement.

**14)** The FINANCER/PURCHASER agrees and binds themselves to pay regularly every month by the 5th of each month to the BUILDER/OWNER until the conveyance of the said property is executed, and thereafter to the aforesaid Co-operative Society or the Limited Company, as the case may be, for (a) insurance premium (b) all Panchayat and other taxes and outgoing that may from time to time be levied against the land and/or flats/shops including water and electricity connection-consumption charges and (c) outgoings for maintenance and management of the buildings, common lights such as street lights, staircase lights, water, minor external repairs and other outgoings such as collection charges, charges for watchman, sweepers and maintenance of accounts incurred in connection with the said property/scheme. For the purposes of covering the expenses mentioned in para 12(c) above for the period of the first three years, the FINANCER/PURCHASER shall pay to the BUILDER/OWNER Rs. 20/- (Rupees Twenty only) per month per sq. mt. for the built up area of the unit purchased or agreed to be purchased by them and the amount calculated for one year will be collected by the BUILDER/OWNER at the time of the delivery of possession of the said unit and thereafter at the commencement of every year for the next two years the FINANCER/PURCHASER shall pay to the BUILDER/OWNER in advance the said amount calculated for 3(three) year as aforesaid. At the end of the said period of three years the parties hereto may agree upon an agreement for maintenance for subsequent years. The FINANCER/PURCHASER shall keep deposit with the BUILDER/OWNER at the time of taking possession of the said premises a sum of Rs 50,000/-(Rupees fifty thousand only) as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry interest and will remain with the BUILDER/OWNER until the conveyance is executed as aforesaid and on

such conveyance being executed, the aforesaid deposits (less deductions as per this agreement) shall be paid over to the FINANCER/PURCHASER or the Co-operative Society, or the Limited Company, as the case may be. The FINANCER/PURCHASER shall also keep a deposit with the BUILDER/OWNER at the time of taking possession, a sum of Rs. 2,000/- (Rupees two thousand only) as share money and application entrance fee if the society is formed. The FINANCER/PURCHASER shall also pay at the time of signing this agreement a lump sum of Rs.2,500/- (Rupees two thousand five hundred only) towards legal expenses. The advocate for the BUILDER/OWNER shall prepare and/or approve as the case may be the conveyance and all other documents to be executed in pursuance of this agreement. In case the FINANCER/PURCHASER starts occupying the said premises before permanent electricity connection is obtained for the same, the FINANCER/PURCHASER shall pay electricity charges for the temporary connection to be calculated proportionately to the number of family members using the same temporary connection, per month. For this purpose, the FINANCER/PURCHASER shall keep deposit of Rs. 2,000/- (Rupees two thousand only) from which the said charges will be deducted on monthly basis and if the permanent electricity connection is not obtained after the entire deposit amount is fully exhausted, the FINANCER/PURCHASER shall keep such deposit of the same amount from time to time for adjustments in the manner stated above till the permanent electricity connection is obtained for the said premises.

**15)** The FINANCER/PURCHASER shall maintain the front elevation and the side and the rear elevations of the said flats/shops in the same form as the BUILDER/OWNER constructs it and shall not at any time alter the said elevation in any manner whatsoever, without the prior consent in writing from the BUILDER/OWNER and/or the other flat/shop/garage/unit owners and/or the Co-operative Society or the Limited Company, as the case may be. The FINANCER/PURCHASER shall not plant any trees/plants etc., or keep pots or any other materials in the common areas like compound (i.e. ground), staircase, terrace etc. and shall not break any internal walls of the flat without prior permission of the association/society of the purchasers which will come to be formed and this is essential as otherwise the building may suffer structural damages and the purchaser

shall submit for the approval of the plan showing the internal changes it may propose to make hereafter.

**16)** The fixtures, fittings and amenities to be provided in the said flats/shops and the materials to be used in the construction of the flats/shops as per the Schedule No.IV hereunder written and the FINANCER/PURCHASER have satisfied themselves about the specifications of the flats and the amenities to be provided therein. Provided, however, that if the FINANCER/PURCHASER require any amenities other than those specified in Schedule IV hereunder written, the BUILDER/OWNER may provide them on such written request shall be considered as extra amenities and shall be charged for over and above the consideration contained at clause (3) of the agreement. The FINANCER/PURCHASER shall be bound to pay to the BUILDER/OWNER the price for the extra amenities provided at the market price which shall be quoted to the FINANCER/PURCHASER by the BUILDER/OWNER. The payment for these extra items shall be done before the works of extra items are begun.

**17)** The FINANCER/PURCHASER shall from the date of possession maintain the said premises at their own costs, in a good and tenantable repair and conditions and shall not do or suffer to be done anything in or to the said flat or to the said premises or the staircase and common passages, or the compound, which may be against the rules or bye-laws of the Municipality or Town Planning or Panchayat any other authority nor shall the FINANCER/PURCHASE change, alter or make additions in the said premises or to the building or any part thereof. The FINANCER/PURCHASER shall be responsible for any breach of these conditions.

**18)** Provided it does not in any way affect or prejudice the rights of the FINANCER/PURCHASER in respect of the said premises, the BUILDER/OWNER shall be at liberty to sell, assign, transfer or mortgage or otherwise deal with their rights, title and interest in the said land and/or in the flats to be constructed thereon.

**19)** The FINANCER/PURCHASER shall have no claim whatsoever except in respect of the particular flat hereby agreed to be acquired. The flats and other spaces

will remain the property of the BUILDER/OWNER until the conveyance is executed as aforesaid.

**20)** 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 or the land, hereditaments and premises or any part thereof or of the said flats thereon or any part thereof.

**21)** The FINANCER/PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of this agreement or part with possession of the said premises until all the dues payable by them to the BUILDER/OWNER under this agreement are fully paid up and only if the FINANCER/PURCHASER has been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until they obtain the previous consent in writing of the BUILDER/OWNER.

**22)** The FINANCER/PURCHASER and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the BUILDER/OWNER require for safeguarding the interest of the BUILDER/OWNER and/or of the FINANCER/PURCHASER in the building.

**23)** The FINANCER/PURCHASER and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and regulations which the Co-operative Society if so formed at registration may adopt and all the provisions of the Memorandum and Articles of Association of the Limited Company when incorporated (as the case may be) and additions, alterations or amendments thereof for the protection and maintenance of the said flats/shops and for the observance and carrying out of the building Rules and Regulations and the Bye-laws for the time being of the Panchayat and other local authorities and of the government and other public bodies. The FINANCER/PURCHASER and persons to whom the said premises are let, transferred, assigned and given possession shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company as the case may be,

regarding the occupation and use of the flats/shops and/or the flat/shop or other spaces therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses or other outgoings in accordance with the terms of this agreement.

**24)** The FINANCER/PURCHASER hereby covenants that from the date of possession they shall keep the said premises, the walls and partitions, sewers, drains, pipes and appurtenances thereto belonging in good and tenantable repair and good conditions and in particular so as to support, shelter and protect the part of the building other than their premises and shall abide by all bye-laws, rules and regulations of the Government, the Municipality or Corporation and/or any other authorities and local bodies and shall attend, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

**25)** The FINANCER/PURCHASER along with the other financiers who take or have taken the other flats in the said building may form themselves into a Co-operative Society or Limited Company being registered or being incorporated or formed, as the case may be but subject to the terms of this agreement. As members of the Co-operative Society and or other legal entity, the FINANCER/PURCHASER shall not raise any objection to the admission as members of the said society or legal entity of any persons who at any time in future acquire flats and to the additional area to be developed and which may be constructed by the BUILDER/OWNER in addition to the presently planned building consequent to any future approvals and even by amalgamation of the plot described in the Schedule No.I to any other plot or vice-versa. The FINANCER/PURCHASER shall at the request of the BUILDER/OWNER sign, execute, verify and file all such papers, applications, forms etc., as may be required by the BUILDER/OWNER and perform all such other acts for admitting such buyers of flats in the additional floors as members of the Co-operative Society etc., and for extending to such buyers the benefits/privileges available to the purchaser as member of the Co-operative Society or legal entity. The FINANCER/PURCHASER shall not object to the exclusive enjoyment and possession by any other person of any space or parking area or space that the BUILDER/OWNER may have allotted to such other. Likewise no other

FINANCER/PURCHASER or occupier of any other flat/shop/garage/unit or flats/shops shall interfere with the enjoyment and possession of the unit allotted to the FINANCER/PURCHASER. All papers pertaining to the formation of the Society/Entity and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the Advocate of the BUILDER/OWNER. All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the deed/deeds of conveyance or for the formation of the Society/Entity shall be borne by the flat/shop/garage/space owners/holders in such proportion as may be decided by the BUILDER/OWNER and/or the Entity/Society.

**26)** On completion of the said building scheme and on receipt by the BUILDER/OWNER of the full payment of all the amounts due and payable to them by all the financers of all the flats/shops in the said building scheme the BUILDER/OWNER at his sole discretion, shall co-operate with the FINANCER/PURCHASER in forming registering or incorporating a Co-operative Society or Limited Company. The rights of members of the Co-operative Society or of a Limited Company, as the case may be, will be subject to the rights of the BUILDER/OWNER under this agreement and the conveyance to be executed in pursuance thereof, when the Co-operative Society or Limited Company is registered or incorporated or formed, as the case may be, and all the amounts due and payable to the BUILDER/OWNER in respect of the flats in the said building are paid in full as aforesaid, the BUILDER/OWNER shall (subject to the necessary permission as may be required by law ) obtain and or shall execute the necessary conveyance and/or other appropriate document or the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Co-operative Society as the case may be. Such conveyance shall be in keeping with the terms and provisions of this agreement. No liability or responsibility shall attach on the BUILDER/OWNER and no compensation or other amount shall be payable by the BUILDER/OWNER, if any undivided part of the said land is not permitted to be conveyed.

**27)** In the event of Society being formed or registered before the sale and disposal by the BUILDER/OWNER of all the flats and other spaces in the said

building the power and authority of the Society so formed of the FINANCER/PURCHASER and the of flats and other spaces shall be subject to the overall authority and control of the BUILDER/OWNER in respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the BUILDER/OWNER shall have absolute authority and control as regards the unsold flats and other spaces and the disposal thereof. The BUILDER/OWNER shall be liable to pay only the Municipal taxes, at actual, in respect of the unsold flats and other spaces. In case the conveyance is executed in favour of the Co-operative Society as the case may be, before the disposal by the BUILDER/OWNER of all flats and other spaces then in such case, the BUILDER/OWNER shall join as the Promoter/member, in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the BUILDER/OWNER, the Co-operative Society as the case may be shall admit as members the FINANCER/PURCHASER of such premises, without charging any premium or any other extra payments. In case of any technical reason or otherwise the conveyance of any space is not registered then the same shall be handed over by a simple document or letter upon payment of its full agreed consideration and all the FINANCER/PURCHASER of the buildings shall be bound to honour and abide by the same and right now authorise and entitle the BUILDER/OWNER to issue and sign such a document. It is expressly agreed that the availability of spaces is not assured to anyone at this stage and it also may not be made available by the BUILDER/OWNER who shall have absolute discretion in allotting such spaces and such allotment shall not be questioned by the FINANCER/PURCHASER or the society or company.

**28)** It shall be at the discretion of the BUILDER/OWNER to decide whether a Co-operative Society should be got registered or formed. On the BUILDER/OWNER making their decision aforesaid, the FINANCER/PURCHASER and the persons who have acquired or who acquire flats and other spaces shall be required to sign all forms, applications, papers, deeds and documents etc. as may be reasonably required to carry out such decision and so as to obtain and effect proper conveyance of the said plot of land with the building and structures thereon, as the case may be.

**29)** After the occupancy is given, if at any time any levy or taxes is or are charged or levied or sought to be recovered by the Municipality, Government or any other public authority in respect of the said land or building, the same shall be borne and paid by all the FINANCER/PURCHASER.

**30)** Deposits that may be demanded by or paid to the Electricity Department and Water Works Department for the purpose of giving water connection to the said flats and electric meter deposits shall be payable by all the FINANCER/PURCHASER of the flats of the scheme. The FINANCER/PURCHASER agrees/agree to pay to the BUILDER/OWNER such deposits, at the time of taking possession or within seven days of demand whichever is earlier.

**31)** If for any reasons prior to the completion of the said building scheme and the receipt by the BUILDER/OWNER of the total consideration money receivable by them, a deed of conveyance is executed in favour of the purchaser or Co-operative Society and on the date of such conveyance the said flats is not fully constructed and/or completed and/or if the building and/or other portion of the said property has or have not been disposed off by the BUILDER/OWNER on ownership basis, or if the BUILDER/OWNER have not obtained in full the consideration money receivable by them from all persons, who obtained the flats in the said scheme then and in any such events, the BUILDER/OWNER shall have the right to construct and complete the said flats and to dispose off the unsold flats and/or to receive the consideration money even though such conveyance is obtained in favour of the purchaser or society. Adequate provision for the above may be made in the Deed of Conveyance.

**32)** All notices to be served on the FINANCER/PURCHASER as contemplated by this agreement or otherwise shall be deemed to have been duly served if sent to the financiers/purchasers by post under certificate of posting at their address specified below:

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**33)** Any infrastructure tax or any other tax which may be levied hereafter shall be borne by the FINANCER/PURCHASER.

**34)** The FINANCER/PURCHASER shall permit the BUILDER/OWNER 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 conditions thereof and to make good, within two months of giving notice all defects, decays and wants of repair of which such notice, in writing shall be given by the BUILDER/OWNER to the FINANCER/PURCHASER and also for the repairing of any part of the building and for the purpose of making, repairing, maintaining, cleaning, lightning and keeping in order and condition all services, drains, pipes, cables, water courses, gutters, wires, part structures or other conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes.

**35)** If the FINANCER/PURCHASER fails to execute the deed within 90 days from the receipt of notice to that effect, then the FINANCER/PURCHASER shall be liable to pay to the BUILDER/OWNER a further sum as may be required to enable the BUILDER/OWNER to comply with any demand from the taxation authorities. But the BUILDER/OWNER shall have the option to sell the flat to any other persons in case of the above default on the part of the FINANCER/PURCHASER and return the monies paid by the FINANCER/PURCHASER.

**36)** It is expressly agreed that the area of the flat is subject to be correspondingly raised or lowered according to the difference in area which may be found on actual measurement from the area mentioned in this agreement.

**37)** Should the BUILDER/OWNER decide to put up further constructions in any area adjoining that described in the Schedule No. I or anywhere else in the property described in the Schedule No. I, the owners of such construction, be it flats/shops etc, shall be given the membership of the society of association which may come to be formed by the FINANCER/PURCHASER of the present scheme and the area of operation of the society or of the Association shall be

widened by adding such area to the present area described in the Schedule No. I at the option of the BUILDER/OWNER, and the FINANCER/PURCHASER shall not be entitled to object or oppose the same and if ever the property described in the Schedule No. I is amalgamated with any areas as stated above and use the full FAR available for such amalgamated area for the purpose of any construction. In the case mentioned above the FINANCER/PURCHASER shall not be entitled for any compensation for the use of the FAR available from the area described in the Schedule No. I which may be utilised by the BUILDER/OWNER as stated above. Further, the FINANCER/PURCHASER agrees that the FINANCER/PURCHASER or the society or association shall not have any say in whatever the BUILDER/OWNER may decide to do outside the property described in the Schedule No. I or outside the area of construction and shall not object to the BUILDER/OWNER conferring any rights whatsoever on whosoever in any part of the property outside the area of construction.

**38)** The possession of the flats shall be delivered within 24 months from the date of the last approval. The BUILDER/OWNER shall be entitled to a further extension of six months only in case he is unable to complete the same for reasons beyond his control including the delay in the FINANCER/PURCHASER paying the installments.

**39)** For all the above acts the BUILDER/OWNER shall not require any licences or premises or NOC from the FINANCER/PURCHASER or the society or the association and right now the FINANCER/PURCHASER grants such licence or no objection.

**40)** The parties hereto shall have the right to the specific performance of this agreement.

**41)** The possession of the premises is not given under this agreement as the building is under construction and not ready for possession.

**42)** Since the consideration for the agreement is Rs. \_\_\_\_\_/- the stamp duty paid is Rs. \_\_\_\_\_/- i.e 2.9% of the value.

**43)** The executants declare that the subject matter of this agreement does not pertain to occupancies of person belonging to schedule caste and schedule tribes as per Notification No. RD/LAND/LRC/318/77 dated 21/8/1978.

### **SCHEDULE NO. I**

All that piece of land admeasuring 2375 sq.ms of the property known as PONGUIRVOLO, situated at Village Cacora, within the limits and jurisdiction of Curchorem Cacora Municipal Council, Taluka and Sub-District of Quepem, District of South Goa, state of Goa, described in the Land Registration Office as a whole under No. 2917, and not enrolled in the Taluka Revenue Office and surveyed under No. 16/4 Village Cacora along with the blocks A,B,C,D,E and F and a common water well and the said property is bounded as follows:-

On the East : By the nallah bearing survey No. 16/5.

On the West: By survey No. 16/3 and 16/8.

On the North: By the strip of Comunidade land bearing survey No. 129/1 beyond which lies public road and which strip is used as access.

On the South: By the existing tarred road and the property bearing survey No. 16/8.

This property is situated at Village Cacora, within the limits and jurisdiction of Curchorem Cacora Municipal Council, Taluka and Registration Sub-District of Quepem, District of South Goa, state of Goa. Annexed hereto is the site plan of the said property showing the building block B as **Annexure A.**

### **SCHEDULE NO. II**

#### **(description of the flat)**

All that flat No. \_\_\_\_\_ in building Block B in the project known as AASHIRWAD GREEN, admeasuring \_\_\_\_\_sq.mts,. on the \_\_\_\_\_ Floor, consisting of \_\_\_\_\_bed rooms, \_\_\_\_\_toilets, dinning cum sitting room, \_\_\_\_\_balconies, situated at Cacora, South-Goa. The said flat is bounded on the East by \_\_\_\_\_, on the West by \_\_\_\_\_, on the South by the Open space and on the North by the open space. Annexed hereto is the plan outlined in red showing the said flat No. \_\_\_\_\_as **Annexure B.**

**SCHEDULE NO. III**  
**PAYMENT SCHEDULE FOR FLAT**

Total Area of the 3BHK Unit-----      sq.m.

Total cost of the Unit -----=00

1. Booking payment on Agreement -----=00

2. 2nd payment in \_\_\_\_\_ days of Agreement -----=00

3. Final payment on Occupancy/ Possession -- \_\_\_\_\_=00

**Total payments -----=00**

**SCHEDULE NO. IV**  
**(STANDARD SPECIFICATION OF FLATS)**

**Basic Structure:**

Reinforced cement concrete framed structure with 23 cms thick external wall and 11 cms thick internal walls. External plastering will be in double coat cement plaster and internal will be in single coat cement plaster with neeru finish. Door frames will be in salwood or equivalent. Main door will be of polished teakwood panelled shutter. The window shutters will be of aluminium fitted with figured glass. All fittings will be in aluminium.

**Surface finishes:**

External walls will be painted with cement based water proof paints and internal walls will be in oil bound distemper. All doors/windows will be self finished or oil painted or polished as per the discretion of the architect. The doors and windows will have no grills.

**Floor finishes:**

Flooring will be in vitrified tiles for the living and dining rooms and ceramic for the internal rooms of size make as approved by the architect. The toilets will have anti-skid flooring and dado upto height as approved by the architect. The kitchen will have granite platform with built-in steel sink. A dado of 60cms height of coloured glazed tiles will be provided above the platform.

**Plumbing:**

Internal plumbing will be concealed. W.C. pan and the wash basin will be coloured ceramic sanitary ware as per architect's discretion. The building will be have an underground sump. Each owner will be connected with their own water meter connection and an overhead tank with motor provided by each of them. Water supply pipes will be P.V.C. from the overhead tank.

**Electrification:**

Electrical wiring will be concealed with copper wires with each habitable room having two light points, 1 fan point, 2 plug points, w.c./bath/toilet will have 1 light point each. Living room will have a telephone and a T.V. point. 1 power plug point each will be provided for geyser provision in the toilet and for a/c in master bedroom. Each flat will be connected by their independent meter connection.

Note: Any changes requested by the PURCHASER/FINANCER with respect to the specifications as provided by the BUILDER/OWNER, if approved by the architect will be charged for separately and as extra.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN HEREUNDER:

SIGNED EXECUTED AND DELIVERED  
BY THE WITHINAMED BUILDER/  
OWNER **SPACE ESTHETICS**,  
through its Proprietor  
**MR. JOAQUIM**  
**FRANCIS FERNANDES**

L.H.F.P	R.H.F.P
1.	1.
2.	2.
3.	3.
4.	4.
5.	5

SIGNED EXECUTED AND DELIVERED  
BY THE FINANCER/PURCHASER  
MR. \_\_\_\_\_

L.H.F.P	R.H.F.P
1.	1.
2.	2.
3.	3.
4.	4.
5.	5

WITNESSES:

1.

2.