

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made at Mapusa, Goa, on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**BETWEEN**

1. MR. VISHRAM alias SUBHASH PURSHOTTAM PRABHU WALAVALKAR, 73 years of age, son of late Purshottam Prabhu Walvalkar, businessman, Indian National, holding PAN Card No.AAHPW7531P and his wife;

2. MRS. JANAKI VISHRAM PRABHU WALAVALKAR, daughter of Ramakant Prabhu Ajgaonkar, 67 years of age, housewife, Indian National, holding PAN Card No.AAHPW7530N, both resident of Flat No.B1-F1, Prudential Paradise, Peddem, Mapusa, Bardez - Goa, represented herein by their duly constituted Attorney MR. ANUP VISHRAM PRABHU WALAWALKAR, son of Vishram Prabhu Walawalkar, 45 years of age, married, businessman, Indian National, holding PAN Card No.BBDPP2566D, resident of Flat No.B1-F1, Prudential Paradise, Peddem, Mapusa, Bardez - Goa, (Certified copy of Power of Attorney dated 14-01-2013, executed before Notary Public S. J. Sardessai, under Reg. No.1475/2013 annexed hereto) hereinafter referred to as "THE VENDORS/OWNERS" (which expression shall unless repugnant to the context or meaning thereof include their legal heirs, executors, successors and assigns) of the FIRST PART;

**AND**

1. M/s. SUNSTAR HOMES, a Partnership Firm, constituted under Indian Partnership Act 1956, having its office at C/o. National, Narvekar Chambers, Mapusa, Bardez - Goa, having Partnership Firm's PAN Card No.ACGFS5743N, represented by its Partner MR. ANUP VISHRAM PRABHU WALAWALKAR, son of Vishram Purshottam Prabhu Walavalkar, 45 years of age, Indian National, holding PAN Card No.BBDPP2566D, resident of Flat No.B1-F1, Prudential Paradise, Peddem, Mapusa, Bardez - Goa, hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context

or meaning thereof include his legal heirs, executors, successors and assigns) of the SECOND PART;

**AND**

1. \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_ years of age, married/bachelor, Occupation \_\_\_\_\_, Indian National, holding PAN Card No. \_\_\_\_\_ and his wife;

2. \_\_\_\_\_, wife of \_\_\_\_\_, \_\_\_\_\_ years of age, married/unmarried, Occupation \_\_\_\_\_, Indian National, holding PAN Card No. \_\_\_\_\_, Both residents of \_\_\_\_\_, hereinafter referred to as "THE PROSPECTIVE PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof include their legal heirs, executors, successors and assigns) of the THIRD PART;

WHEREAS the Vendors are the exclusive owners in possession of the property admeasuring 3150 sq. mts. which forms part of a larger property named "TAMBORTACHO SORVO" allotted by the Comunidade of Khorlim, better described in the Schedule contained herein after and referred to as the "SAID PROPERTY".

AND WHEREAS the property "TAMBORTACHO SORVO" was originally plot allotted by Comunidade of Khorlim admeasuring 19,989 sq. mts. to Mr. Purshotama Vishrama Porobo Walaulicar.

AND WHEREAS out of the said property, a plot admeasuring 13,125 sq. mts. was sold to D. V. Walavalkar by Deed of Sale dated 15-12-1969.

AND WHEREAS another portion of the said property admeasuring 634.5 sq. mts. was sold to Mahadev V. Karekar by another Deed of Sale.

AND WHEREAS by another Deed of Sale dated 30-03-1979 between Mr. Vishram Prabhu Walavalkar and Mr. Mahadev Vaikunth Karekar, another portion of the said property admeasuring 624.5 was sold.

AND WHEREAS upon the death of late Purshottam and Tarabai Walavalkar, Inventory Proceedings No.150/1994 were held wherein "TAMBORTACHO SORVO" admeasuring 6239.5 sq. mts. was listed as Item No.I and equally allotted to their sons Shivanand, Subhash, Anil and Sanjay.

AND WHEREAS on 28-04-2010 all the co-owners transferred an area of 3089 sq. mts. in favour of Tara Garden Co-operative Housing Society.

AND WHEREAS on 04-07-2012 all the heirs of late Purshottam and Tarabai Walavalkar entered into a Deed of Partition dated 04-07-2012 whereby all properties jointly owned by the said heirs, have been partitioned and the said property has been listed in Schedule V of the said Deed of Partition and allotted to Shri Vishram P. Walavalkar.

AND WHEREAS Mr. Vishram alias Purshottam Prabhu Walavalkar i.e. the Vendor No.1 is married to Mrs. Janaki Vishram Walavalkar i.e. Vendor No.2 under the regime of communion of assets.

AND WHEREAS the Vendors are therefore exclusive owners in possession of the said property.

AND WHEREAS the Developer has approached the Vendors with an intention to develop on the said property a multi-storeyed residential-cum-commercial building complex.

AND WHEREAS the Vendors have agreed to allow the Developer to develop the said property and sell the apartments therein on the terms and conditions contained in the Agreement.

AND WHEREAS the Prospective Purchaser has approached the Vendors and offered to purchase the Flat No.\_\_\_\_, on the \_\_\_\_\_ floor of the Building of the project called Tara Garden Phase II, admeasuring \_\_\_\_\_sq. mts., including car parking, together with undivided/proportionate share/right of land (described in detail in

Schedule II and hereinafter referred to as the "SAID FLAT" ) for the price of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) and the Vendors have accepted the said offer of the Prospective Purchasers and have agreed to sell to the Prospective Purchasers the said Flat together with undivided/proportionate share/right of land more fully described in the Schedule – II hereunder written and explained hereinafter for the price of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT OF SALE WITNESSES AS UNDER:-**

**DEFINITIONS:-**

1. For the purpose of this Agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-

(i) "The Said Premises" shall mean the promised as described in the Schedule – II herein after written on the conclusion of this Agreement.

(ii) "The Said Land" shall mean and described in the Schedule – I herein after written.

(iii) "The Service" in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or his office staff or family member, but in case it is sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinabove, whether or not the same is actually served or any acknowledgement thereof is received back by the Sender.

(iv) "The super built-up area" shall mean a total area obtained after adding to the built up area of the premises, such additional area that will be derived after multiplying the common areas of the building by a fraction obtained upon dividing the built-up area of particular premises by the total built up areas of the entire building.

(v) "The built-up area" shall mean the area of the premises including the area occupied by the walls balconies and projections if any. However, in the event there is a common wall between two premises, then the area of such wall shall be taken at 50% of the area occupied by it.

(vi) "The common areas" shall mean area of entrance on each floor, landings on either side of staircase as in between the stairs, the area of staircases, passages, area below the staircases, the space occupied by the well of the lift on each floor and areas of projections of the building.

(vii) "The open terrace" in relation to any premises shall mean the terrace area open to sky attached to premises.

2. The Builders shall construct for the Prospective Purchasers the said premises in the proposed Building which premises is described in the Schedule – I to be constructed by the Builders in the said land, under the project name "TARA GARDEN PHASE II", as per lay out shown in red colour lines in the plan annexed hereto and as per specifications, the minimum of which is given in Schedule No.IV.

**CAR PARKING:**

3. One car parking space shall be made available to the Prospective Purchasers on the ground level stilt of the building in which the said premises shall situate and the cost of car parking is included in the total consideration of the said flat.

**CONSIDERATION AND PAYMENT THEREOF:**

4. The Prospective Purchaser agree to pay to the Builders a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards finance for costs of construction of the said premises and for rendering services towards the construction of the said premises which sum shall include costs of material like cement, steel, flooring, tiles, kitchen, platform and other ancillary costs of items including labour and service charges to execute the said work to complete the construction in all respects for delivery of ready possession to the Prospective Purchaser in course of time alongwith car parking in the hands or to the credit of the Builder alone, by way of crossed account payee cheque or Demand Draft or pay order payable at Panaji, Goa in the manner stipulated in the Schedule No.III hereinafter appearing.

The Prospective Purchaser has paid an advance of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) out of which an amount of

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) has been transferred through RTGS in the account of the Developer on \_\_\_\_\_ and balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Cheque bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, \_\_\_\_\_ Branch.

5. The Prospective Purchasers shall also pay to the Builder a sum of Rs.1,00,000/- (Rupees one lakh only) towards the costs and sale price of undivided/proportionate share of land corresponding to the area of the said flat which is the present fair market value of the said undivided/proportionate share of land agreed to be sold and conveyed to the Prospective Purchasers in the course of time.

**ESSENCE OF CONTRACT:**

6. The parties do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such installments or part thereof shall be deemed to be the reasonable time and cause for the Builders to terminate this Agreement for self and on behalf of the Owners. In that regard, it is agreed between the parties hereto that, in case of such delay, the Builders shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time, but the such delayed payment shall not be deemed to be waiver of the right of termination of the Agreement by the Builders and that it shall not be the right of the Builders to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this Agreement and shall not in any way, change or alter the time for the payment of further installments therein specified.

**TERMINATION:**

7. However, in case of delay in making payment of any of the installments by the Prospective Purchasers, the Builder shall issue a notice in writing in that regard to the Prospective Purchasers at the address mentioned herein, and if the entire defaulted amount is not paid to the Builders within ten days from the date of service of such notice,

then this Agreement shall be deemed to have been validly terminated without need of any further notice to that effect to the Prospective Holders, even though the money till then received from the Prospective Purchasers is not returned by the Builders to the Prospective Purchasers.

**RETURN OF MONEY & PLACE OF REFUND**

8. In case of such termination, the Builders shall repay to the Prospective Purchasers the entire amount actually received till then by the Builders from or on behalf of the Prospective Purchasers, only upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the entire amount received from or on behalf of the Prospective Purchasers, no interest shall be payable, at all, by the Builders on such amounts to be refunded.

9. It is specifically agreed that such refund shall be collected by the Prospective Purchasers from the Head office of the Builders by giving to the Builders, at least 48 hours notice prior to arrival of the Prospective Purchasers to collect such refund. Such refund shall be made by cheque payable at Panaji/Mapusa, Goa.

**COMPLIANCE OF OBLIGATIONS UNDER FEMA:**

10. If the Prospective Purchasers categorically declares that he is/is not an Indian Citizen, but he is an Indian Citizen Resident Outside India/a person of Indian Origin but had earlier held Indian Passport, and that all the payment under this Agreement must be made by him/her either by remittance of funds from broad through normal banking channels or out of NRE/NRO/FCNR account and further he/she shall also comply with all the requirement of the Foreign Exchange Management Act 1999 and the Rules and Regulations made there under.

**ALTERATION IN THE LAYOUT OF THE SAID PREMISES OR CHANGES IN THE SPECIFICATION AND PLANS:**

11. If the Prospective Purchasers desire to make any changes in the specifications or layout of the said premises, the Builders may at their sole discretion carry out such changes is paid by the Prospective

Purchasers as per the market rate or as per the rate mutually agreed between the parties in writing. The Prospective Purchasers shall be certified by the project Engineer or Architect or RCC consultant. The Prospective Purchasers shall have to pay to the Builder, the additional cost of such changes/additions before the relative item of work are taken up for execution.

12. However the Prospective Purchasers are required to intimate in written such changes in the specification and layout, to the Builder, on or before expiry of 30 days from the date of execution of this Agreement.

13. The Builders are entitled to alter the plans of construction of the said premises as well as of the building wherein the said premises is to be constructed or even of the entire project, as per the requirement of the Architect/Engineer or the sanctioning authorities.

**INSPECTION OF THE SAID PREMISES AND DOCUMENTS:**

14. It shall be the obligation of the Prospective Purchasers to inspect or to get inspected from the authorized representative, the construction of the proposed building as well as the construction of the said premises, so that objections if any, regarding defect in such construction or execution of such items of construction shall be raised by the Prospective Purchasers or the authorized representative, in writing, while such work is in progress or within one week from date of execution of such items. If no such objection are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the Prospective Purchasers.

15. The Prospective Purchasers hereby agree and declares that they have inspected all the title documents of the Owners of the said lands, the Agreements between the Owners and the Builders hereinabove mentioned and also all the approvals, permissions, licenses, etc. obtained for the construction of the building/s in which the said premises shall situate, including the plans approved there under and the they are fully satisfied about the title of the Owners regarding the said lands being free of all encumbrances, about the authority of the Builders



to execute this Agreement and about the legality of the construction of the said premises and the building in which the same shall situate.

16. At the time of taking delivery of the said premises, the Prospective Purchasers shall thoroughly inspect or get inspected the said premises for the quality of construction and for defects, if any and get the same cured before taking delivery of the said premises. After the delivery of the said premises is taken over by the Prospective Purchasers from the Builders, the Prospective Purchasers shall be forbidden from raising any claim against the Builders of whatsoever nature.

**COMPLETION OF DELIVERY:**

17. Upon the receipt of total cost of construction herein above fixed and upon payment of any other amounts payable under this Agreement, the Builders shall construct the said premises in the name of the Prospective Purchasers and shall also cause a document of transfer to be executed by the owners of the said lands in respect of the proportionate share in the said lands on pro-rate basis unto the Prospective Purchasers except when a co-operative society or a registered society or any other institution is formed or proposed to be formed for the purposes of maintenance to the building/s to be constructed in the said lands in which event, the entire said lands or any part thereof shall be transferred unto the said society or institution so formed, which society shall be issuing Share Certificate and the Allotment Letter allotting the said premises to the Prospective Purchasers after admitting the Prospective Purchasers to its membership. The Prospective Purchasers hereby agree and undertake to join as member/s of such society or institution to be formed and also from time to time sign and execute all required applications, undertaking, declarations, etc. for registration of such society or institution.

18. Subject to the conditions of payment of installments and other payments to be made by the Prospective Holder to the Builders as stipulated herein the Builders shall complete the construction of the said premises in the proposed building, in all respects as per the specification mentioned in the ANNEXURE annexed hereto and forming part of this

Agreement and tender delivery of the said premises to the Prospective Purchaser in the first week of \_\_\_\_\_. In the event of the builder fails to hand over the possession of the said flat on or before the stipulated period then the penalty shall be levied upon the builder till the delivery of the said flat to the Prospective Purchaser.

19. The Builders shall not incur any liability if they are unable to complete the construction and/or deliver the said premises within the period stipulated herein, if the completion of the scheme is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God or as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or on account of any court order or for any other reason or unforeseen circumstances, beyond the control of the Builders, including with holding of grant of completion certificate and/or the Occupancy Certificate by the concerned authorities. In any of the aforesaid events the Builders shall be entitled to reasonable extension of time for completion and delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.

20. At the time of taking delivery of the said premises from the Builders, the Prospective Purchasers shall sign and execute the following:-

(a) "LETTER OF POSSESSION" based on the standard format of the Builders which shall be the only proof and document of taking delivery of the said premises by the Prospective Purchasers from the Builders.

(b) Society formation papers and bye laws and/or membership form, declarations, undertakings, etc. as per the formats prescribed by Registration authorities.

(c) Transfer form for House Tax transfer and application, undertaking, affidavit, etc.

(d) Transfer form for Electricity Connection transfer and water connection transfer if provided, and application, undertaking, affidavit etc.

**FORMATION OF AN ENTITY OR CO-OPERATIVE HOUSING SOCIETY:**

21. The parties covenant that in case any Co-operative housing society or registered society or any other institution or association is formed for the maintenance and repairs and for rendering any other service for the benefit of the proposed buildings to be constructed in the said lands, then the Prospective Purchasers shall be bound to be a member thereof on payment of such fees and charges as may be fixed by such society or institution for the purpose of maintenance or repairs and service to the said buildings other amounts payable under this Agreement.

22. The Prospective Purchasers hereby agree and undertake to pay to the BUILDERS, at the time of taking delivery of the said premises or on demand, the following amounts:-

(a) Rs.300/- (Rupees Three Hundred only) per sq. mts., of super built up area of the said premises, as advance towards the expenditure involved in the formation of the Society/Entity and the expenses towards maintenance and provision of common amenities to the project and also towards the share in the management fee payable to the builders at the agreed rate of 20% on actual expenses done till formation of the Society/Entity and till the BUILDERS require the Managing Committee of such Society/Entity to look after the maintenance of the building and meeting common expenses on its own.

(b) Rs.500/- (Rupees Five Hundred only) as contribution towards share capital and membership fee of the Society/Entity.

23. If the aforesaid amount so paid by the Prospective Purchasers is exhausted/over before formation of the Society/Entity and/or taking over of the maintenance by the Managing Committee, the Prospective Purchasers shall be liable to pay to the BUILDERS addition sum towards maintenance of the building/s, as may be demanded by the BUILDERS.

24. It is hereby specifically agreed by the Prospective Purchasers that the BUILDERS shall have the sole authority to decide the quantum, quality and/or nature of expenditure to be made and the purpose for which it has to be made, however all such expenses shall be towards and in respect of maintenance and payment common expenses for the project including society formation expenses, legal expenses towards drafting conveyance deed in favour of the society, management service charges as stated herein above etc., and consequently, the Prospective Purchasers shall not have rights to question the BUILDERS in whatsoever manner, regarding the expenditure made by the BUILDERS in that regard.

25. The BUILDERS shall maintain a separate account in its book for recording the receipts and expenses, for the purpose of this clause.

26. The Prospective Purchasers shall also pay to the BUILDERS, at the time of taking delivery of the said premises or on demand, the amounts towards expenses and security deposits paid or to be paid for obtaining the separate water connection for the said premises. The charges for obtaining electric connection of required load shall be Rs.5000/- for 3-phase electric connection.

27. The Prospective Purchasers shall also be liable to pay to the Builders at the time of taking delivery of the said premises or on demand, the following.

(a) Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection or from the date of this agreement, whichever is later, till the date of taking delivery of the said premises, thereafter the same shall be exclusive responsibility of the Prospective Purchasers to bear and pay the same.

(b) House – Tax in respect of the said premises from the date of issued of Occupancy Certificate or from the date of this agreement, whichever is later, till the date of taking delivery of the said premises, thereafter the same shall be the exclusive responsibility of the Prospective Purchasers to bear and pay the same.

(c) Infrastructure – Tax in respect of the said premises, as may be levied and collected or to be collected by the competent authorities.

(d) The Prospective Holder shall be liable to pay Service Tax to the Builder either at the time of taking possession or from time to time called upon by the Builder during construction till completion stage, the amounts applicable and specified by the law.

(e) Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority, in respect of the said premises and the proportionate share in the said property, shall be totally borne by the Prospective Purchasers.

(f) 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 Prospective Purchasers or the Society/Entity, shall be borne by the Prospective Purchasers.

**TRANSFER AND USER OF THE SAID PREMISES:**

28. The Prospective Purchasers shall have no right to transfer/assign or sell the rights and interests created by virtue of this agreement unless the same is duly consented by the BUILDERS, and if such transfer is required to be made after formation of the Society/Entity, the Prospective Purchasers shall obtain consent from such society/entity in addition to obtaining consent from the BUILDERS. However, such consent from the BUILDERS shall not be necessary after executing the required conveyance deed in favour of such society/entity, in respect of the said lands or any portion thereof.

29. The Prospective Purchasers shall use the said premises for residential purpose only. Change in user shall be subject to the Prospective Purchasers obtaining at the own cost and expense of the PROSPECTIVE PURCHASER, the requisite permissions from the society/entity and the authorities concerned.

**SERVICE OF NOTICE:**

30. Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE PURCHASER by the BUILDERS, shall be deemed to be served on the PROSPECTIVE PURCHASER, if the same is sent through ordinary post/registered post/under certificate posting /courier service/fax/email or hand delivered at the following name and address.

\_\_\_\_\_

\_\_\_\_\_

**SETTLEMENT OF DISPUTES:**

31. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the building, or time fixed for the payment of installments, shall be finally settled by certificate of such stage or final completion certificate by the Architect or RCC Consultant and such certificate shall be binding on the parties hereto.

32. In the event of any dispute arising between the parties hereto and settlement of which is not otherwise provided in this agreement, the parties hereto agree that the matter shall be referred to the RCC Consultant to the Project and/or the Architect to the project, for his conciliation and decision. In the event of further disputes, the matter will be referred to the arbitrator under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Panaji/Mapusa, Goa.

**TRANSFER OF HOUSE TAX AND ELECTRICITY AND WATER CONNETION:**

33. Upon taking delivery of the said premises, it shall be the responsibility of the Prospective Purchasers to get the house-tax records, electricity connection and water connection if provided, in respect of the said premises transferred in the name of the Prospective Purchasers, at the costs and expense of the Prospective Purchasers, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

**CONVEYANCE IN FAVOUR OF THE SOCIETY/ENTITY:**

34. Upon formation and registration of the Society/Entity by the Prospective Purchasers and other HOLDERS of all other premises in the project and upon demand by such society/entity, the BUILDERS shall cause the OWNERS of the said lands, to convey the said lands in full or in parts unto such Society/Entity.

35. It is made clear that in case the bye laws of such Society/Entity or the competent authority requires that even the building/s constructed in the said lands is/are also required to be conveyed unto such society/entity, such society/entity shall also require the BUILDERS to transfer unto such society/entity the building/s constructed in the said lands.

36. It is further made clear that all the costs and expenses in preparing, executing and registering such document of transfer of said lands in full or in parts and/or the building/s constructed thereon, including the stamp duty and registration charges, shall be borne and paid by such society/entity.

**OTHER CONDITIONS:**

37. If, at any time prior to the execution of final Deed of Conveyance and/or handing over delivery of the said premises to the Prospective Purchasers as stipulated in this agreement, the floor area ratio presently applicable to the said lands is increased, such increase shall ensure for the benefit of the BUILDERS alone, without any rebate to the Prospective Purchasers or the Society/Entity or the owners of the said lands.

38. Nothing contained in this agreement shall be construed as demands or assignment or conveyance or encumbrance on the said lands or any portions thereof. Such demands or assignments or conveyance shall be only affected by way of delivery of the said premises to be done or caused to be done by the BUILDERS.

39. All the documents to be executed between the Prospective Purchasers and the BUILDERS and/or the owners of the said lands and/or the Society/Entity shall be prepared by the Advocate of the Builders at the expenses of the Prospective Purchasers.

40. The OWNERS hereby confirm and consents to the transaction entered into between the BUILDERS and the Prospective Purchasers.

41. Delivery of the said premises is not handed over to the Prospective Purchasers by this agreement.

42. The Purchasers have paid the stamp duty on the market value of the Flat at the rate of Rs.2.9% amounting to Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) Besides the Purchasers have paid registration fees against receipt issued.

43. Both parties shall be entitled to enforce specific performance of this Agreement in case either party commits breach of the terms and conditions of this Agreement.

#### **SCHEDULE – I**

ALL THAT plot of land admeasuring 3150 sq. mts. plus the structure to be built thereon which is part of the property named "TAMBORTACHO SORVO", surveyed under Chalta No.52 of P. T. Sheet No.115, situated at Khorlim, within the limits of Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, neither described in the Land Registration Office nor enrolled in the Taluka Revenue Office, bounded as follows:-

EAST: By Tara Gardens Housing Co-operative Society Ltd.

WEST: By drain water.

NORTH: By Hindu Crematorium and property of Saraswat Vidyalaya.

SOUTH: By the remaining property sold to D. V. Walavalcar.



**SCHEDULE - II**

ALL THAT Flat No.\_\_\_\_\_, on the \_\_\_\_\_ floor of the Building of the project called Tara Garden Phase II, admeasuring \_\_\_\_\_ sq. mts., of super built up area including car parking together with undivided/proportionate share/right of land and delineated in red on the floor plan annexed hereto.

**SCHEDULE - III****SCHEDULE OF PAYMENT**

(1)	On Booking	10%
(2)	1 <sup>st</sup> slab	15%
(3)	2 <sup>nd</sup> slab	15%
(4)	3 <sup>rd</sup> slab	10%
(5)	4 <sup>th</sup> slab	10%
(6)	5 <sup>th</sup> slab	10%
(7)	6 <sup>th</sup> slab	10%
(8)	Masonry Plastering, tiling, plumbing, painting, electrification	10%
(9)	Before occupation	10%

**SCHEDULE - IV****SPECIFICATIONS**

STRUCTURE: RCC framed structure, 20 cms. thick wall 10 cms. thick partition walls.

FLOORING: Will be superior quality vitrified tiles.

INTERNAL

DÉCOR: Will be of cement plaster with acrylic putty finish painted with plastic emulsion paint.

EXTERNAL

DÉCOR: Double coat sand faced plaster with exterior emulsion paint.

DOOR AND

WINDOWS: Genuine Teakwood main door, other doors flushed.Windows of Powder coated aluminum section.

KITCHEN:	Granite platform, stainless steel sink, walls in ceramic tiles.
BATHROOMS:	Ceramic tiles floors and walls in Ceramic tiles 2.1 height. Euro Indian Commode, quality fittings and shower wash basin with granite counter top shower with hot and cold mixer arrangement.
ELECTRICAL:	Concealed electrical fittings with Finolex/equivalent cable, copper, wiring and modular switches. Provision for concealed telephone points and inverter points.
LIVING ROOM:	1 fan point 2 light points 1 T.V. point 1 plug point 1 telephone point
BED ROOMS:	2 light points 1 plug point 1 fan point 1 A.C. point
KITCHEN:	1 fan point 2 light points 1 Aqua Guard point 1 plug point
TOILET:	1 light point 1 plug point 1 geyser point 1 washing machine point
BALCONY:	1 light point
PASSAGE:	1 light point

1 bell point

ROOF: R.C.C. slab with lay mangalore/  
equivalent tile roof.

PLUMBING &  
DRAINAGE: All plumbing to be CPVC/PVC pipes only  
underground drainage to be in SW pipes with  
inspection chambers, traps and septic tank.

WATER SUPPLY: A common underground sump with a common  
electric pump and an overhead tank will be  
provided.

IN WITNESS WHEREOF the parties hereto have signed this  
Agreement for Sale on the day, month and the year first hereinabove  
written in the presence of witnesses.

SIGNED AND DELIVERED BY THE  
 WITHIN NAMED VENDOR/OWNER  
 AND DEVELOPER  
 ANUP VISHRAM PRABHU WALAVALKAR  
 As partner of the firm  
 M/s. Sunstar Homes  
 And as attorney for the Vendors/Owners

Signature			Photograph	
Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION  
 SIGNED AND DELIVERED BY THE  
 WITHIN NAMED  
 PROSPECTIVE PURCHASER NO.1

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Photograph

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

SIGNED AND DELIVERED BY THE  
 WITHIN NAMED  
 PROSPECTIVE PURCHASER NO.2

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Photograph

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

**WITNESSES:-**

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

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