

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Panaji, Goa on this 29th day of the month of November 2019 (30/11/2019)

BETWEEN

MR. PRITESHATMARAMMALIK, age 32 years, son of Atmaram S. Malik, Service, **(PAN BGQPM1916C)** Aadhaar Card 7515 0134 5824, Indian National, presently residing at 411/2, Satichebhat, Cudnem, Bicholim, North Goa, hereinafter referred to as the **“PROSPECTIVE VENDOR-CUM-DEVELOPER”** which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors, legal representatives, heirs, executors, administrators and assigns) of the ONE PART

AND

MR. _____, son of _____, age ____ years, **(PAN _____)**, Occup: Business, Indian National, (Aadhaar No. _____) residing at _____, hereinafter referred to as **“THE PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS, there exists an immovable property known as **“DEULAT”** also known as **“CHICHECHEBHAT”** admeasuring 1250 sq.mts, situated at Village Thivim, Taluka Bardez, not enrolled in the Taluka Registration Office nor enrolled in the Taluka Revenue Office, presently surveyed under Survey No. 121/31 of Village Thivim, Taluka Bardez, Registration District of North Goa, State of Goa, hereinafter referred to as the **“SAID PROPERTY”**, more particularly described in the SCHEDULE I hereunder written.

AND WHEREAS, the **PROSPECTIVE VENDOR-CUM-DEVELOPER** has acquired right, title and interest in the SAID PROPERTY by virtue of having purchased the same vide Deed of Sale 4th November 2019, duly registered in the office of the Sub-Registrar of Bardez at Mapusa under registration No. BRZ-1-3682-2019 dated 21st November 2019, and therefore the Prospective Vendor/ Developer are the absolute and lawful owner in possession or otherwise well and sufficiently entitled to the SAID PROPERTY.

AND WHEREAS, the **PROSPECTIVE VENDOR-CUM-DEVELOPER** is desirous of constructing a **BUILDING SCHEME** in the SAID PROPERTY known as “**CASA DE THIVIM**” consisting of a residential building and in relation thereto the Vendor / developer has applied and obtained the requisite Conversion Sanad dated 15th March 2018 bearing ref. no. 4/267/CNV/AC-III/2017/254 issued by Office of the Additional Collector-III, North Goa District, Mapusa, Goa and also obtaining the requisite Technical clearance bearing No. TPB/5031/TIV/TCP-19/3473 dated 25/07/2019 issued by the Senior Town Planner, Bardez and the Construction License ref No.F.26/19-20/1608 dated 1/10/2019 issued by the Village Panchayat of Tivim, valid upto 1/10/2022 in concurrence and after obtaining due approvals of plans and license, etc from the competent authorities.

AND WHEREAS, the PURCHASER have taken inspection of all the relevant title documents regarding the ownership and possession of the **SAID PROPERTY** as well as the approved plans, construction licence, approvals, permissions, specifications of the SAID BUILDING SCHEME and are fully satisfied that the **PROSPECTIVE VENDOR-CUM-DEVELOPER** has a clear title to the **SAID PROPERTY**.

AND WHEREAS, the **PROSPECTIVE VENDOR-CUM-DEVELOPER** has represented and warranted to the Purchaser that the **PROSPECTIVE VENDOR-CUM-**

DEVELOPER has a clear, legal, unencumbered, valid and marketable title in respect of the SAID PROPERTY and that there are no encumbrances, lien, charges, etc. of whatsoever nature in respect of the SAID PROPERTY. Besides this, the PURCHASER have also taken inspection of, verified and approved the specifications hereunder written as Annexure I and also the Plan of the SAID PREMISES delineated in red ink and annexed hereto. The above said Plans, design and specifications shall however be subject to changes which may be required to be made by and / or at the instance of the competent authorities or the Architect of the VENDOR provided however that such changes shall not in any manner affect the area, the location or the layout of the premises agreed to be purchased by the PURCHASER.

AND WHEREAS, the entire building scheme shall be known as “**CASA DE THIVIM**”, is hereinafter referred to as “SAID BUILDING”.

AND WHEREAS, by RERA Registration no. _____, the _____ project was granted approval on _____.

AND WHEREAS, the PROSPECTIVE PURCHASER, after perusing the title documents of the SAID PROPERTY is being satisfied with the clean, clear, marketable and subsisting title of the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of the SAID PROPERTY on which said complex is proposed to be constructed and after having perused all necessary permissions and approvals obtained by the PROSPECTIVE VENDOR-CUM-DEVELOPER from various civic authorities, expressed his willingness to purchase the ___ BHK Apt, admeasuring _____Sq. meters of Supper Built-up area of _____ Sq. meters of Carpet Area and _____ Sq. meters of Balcony Areaof the SAID BUILDING.

AND WHEREAS, at the request of the PROSPECTIVE PURCHASER the PROSPECTIVE VENDOR-CUM-DEVELOPER have agreed to construct and sell to him, one of such premises in the said building, namely, ___BHK Apt, admeasuring _____ Sq. meters of Supper Built-up area of _____ Sq. meters of Carpet Area and _____ Sq. meters of Balcony Area , hereinafter referred to as “**SAID PREMISES**” and is more clearly described in **SCHEDULE-II** hereunder written, for a consideration of Rs. _____/- (Rupees _____ Only).

AND WHEREAS, the PROSPECTIVE VENDOR-CUM-DEVELOPER while calculating the total consideration of Rs. _____/- (Rupees _____ Lakhs Only), have informed the PURCHASER that the input tax credit on the GST levied has been considered and the Basic Selling Price has been adjusted accordingly. The PURCHASER also agrees and consents to the same.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSTH AS FOLLOWS:-

1. CONSIDERATION:

- a) That the PROSPECTIVE VENDOR-CUM-DEVELOPER shall under normal conditions and subject to the timely payments to be made by the PROSPECTIVE PURCHASER as enumerated in **SCHEDULE-III** hereunder, construct and sell the said premises, as per the plans and specifications as described in **SCHEDULE-IV** and as approved by the PROSPECTIVE PURCHASER, with such variations and alterations, as the PROSPECTIVE VENDOR-CUM-DEVELOPER may consider necessary or as may be required by the Architect of the PROSPECTIVE VENDOR-CUM-DEVELOPER or by any authority, to be made in them or in any of them. The PROSPECTIVE PURCHASER hereby expressly consents to all such variations and alterations to the same and the PROSPECTIVE VENDOR-CUM-

DEVELOPER shall not have to take any further permission from the PROSPECTIVE PURCHASER for the same. It is clearly understood and agreed by and between the parties to these presents that in the event of the supper built-up area mentioned above is increased or decreased, the price mentioned therein will be proportionately amended. The details of the supper built-up area of the said Apartment and the cost are given in **SCHEDULE V** hereunder written.

- b) The PROSPECTIVE VENDOR-CUM-DEVELOPER do hereby agree to sell the Said Premises together with the corresponding undivided rights in the SAID PROPERTY, to the PROSPECTIVE PURCHASER, on completion of the construction of the SAID PREMISES, in all respects, for a total consideration of Rs. _____/- (Rupees _____ Only) and the PROSPECTIVE PURCHASER hereby agrees to pay the said consideration in the manner stipulated in the **SCHEDULE-III** hereinafter appearing as and when they become due and payable, the time for payment of each of such installment as specified in the SCHEDULE III being the essence of contract. All payments shall be made by local cheques or DD payable at Mapusa. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE PURCHASER will also be paid by the PROSPECTIVE VENDOR-CUM-DEVELOPER in Indian rupees only.

2. ADDITIONAL AMENITIES/ADDITIONAL FAR:

- a) In case the PROSPECTIVE PURCHASER desires amenities and/or use of material/s other than those specified in SCHEDULE IV and/or the PROSPECTIVE PURCHASER desires any changes, all of which are within the rules and regulations of competent authorities, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall entrust the execution of such

amenities or providing of materials or changes desired by the PROSPECTIVE PURCHASER to the competent contractor. If the same entails any additional expenditure the entire additional expenditure shall be paid by the PROSPECTIVE PURCHASER to the said contractor before the said change of work or providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the PROSPECTIVE VENDOR-CUM-DEVELOPER has absolute discretion not to entertain the request for change/changes in the plan/amenities as desired by the PROSPECTIVE PURCHASER.

- b) The PROSPECTIVE PURCHASER agrees that, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be entitled to make such variations in the plan and specifications as shall be required to be carried out by the Town and Country Planning Department/Planning and Development Authority or Village Panchayat and as may be necessary by the exigencies from time to time. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall be exclusively entitled to consume more FAR/FSI if due to change in building regulations, additional premises can be built.
- c) The PROSPECTIVE PURCHASER shall not be entitled to object or obstruct in any manner in case the PROSPECTIVE VENDOR-CUM-DEVELOPER decide to change the plans as approved in case the construction of the said premises is not substantially affected.

3. TIME FRAME/PENALTIES:

- a) The PROSPECTIVE VENDOR-CUM-DEVELOPER shall deliver the said premises for use and occupation of the PROSPECTIVE PURCHASER within **36 (Thirty Six) Months** from the date hereof, completed in all respects, provided all the amounts due and payable by the PROSPECTIVE PURCHASER under this agreement are timely and duly paid to PROSPECTIVE VENDOR-CUM-DEVELOPER. The PROSPECTIVE VENDOR-CUM-

DEVELOPER shall by a notice in writing, intimate the completion of the said premises to the PROSPECTIVE PURCHASER, and the PROSPECTIVE PURCHASER **within 30 days of the receipt of the said notice take delivery of the said premises**, failing which the PROSPECTIVE PURCHASER shall be deemed to have taken possession of the said premises on the expiry of the seventh day. Provided further that the PROSPECTIVE PURCHASER shall have no claim against the PROSPECTIVE VENDOR-CUM-DEVELOPER, if the delivery of possession of the said premises is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be entitled to reasonable extension of time for handing over the delivery of the premises on the date as agreed, if the possession of the premises is delayed on account of:

- (i) Non-availability of steel, cement, other building material;
- (ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
- (iii) Any notice, order, rules, notification of the Government and/or any other public or Civil Court, High Court or any competent authority and/or any other judicial authority/ Revenue Authority;
- (iv) Delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and/or Completion Certificate and/or releasing water and or electric supply in case the said premises is completed in all respect and proper application are made to the Government/Statutory Authority;
- (v) Alteration required in the said premises by the PROSPECTIVE PURCHASER;
- (vi) For other reasons beyond the control of the PROSPECTIVE VENDOR-CUM- DEVELOPER.

- b) If the PROSPECTIVE PURCHASER commits default in payment of any of the installments as provided and agreed in SCHEDULE-III on his respective due dates, time being the essence of the contract, and/or in observing and performing any of the terms and conditions of this agreement, the present agreement shall stand automatically cancelled and terminated 60 days after a notice has been sent to the PROSPECTIVE PURCHASER. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall, however, on such termination refund to the PROSPECTIVE PURCHASER the amounts, if any, which may have till then been paid by the PROSPECTIVE PURCHASER which shall not carry any interest after deducting 50% of the booking amount received and only after the PROSPECTIVE VENDOR-CUM-DEVELOPER entering into fresh agreement with any third party of the choice of the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of the Said Premises. On the automatic termination of this Agreement under this clause, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to allot and dispose off the Said Premises, without any notice to the PROSPECTIVE PURCHASER, to any other person as the PROSPECTIVE VENDOR-CUM-DEVELOPER deem fit, for such consideration as the PROSPECTIVE VENDOR-CUM-DEVELOPER may determine and the PROSPECTIVE PURCHASER shall not be entitle to question this act of the PROSPECTIVE VENDOR-CUM-DEVELOPER and or to claim any amounts from him. Without prejudice to his rights of terminating the present Agreement in case of default in payment of the installments of the consideration the PROSPECTIVE VENDOR-CUM-DEVELOPER, at his absolute discretion, may allow the PROSPECTIVE PURCHASER to pay the defaulted installments of the consideration on the extended date/s with interest @ 12% (Twelve per cent) p.a. compounded monthly.

- c) In case any of the cheques issued by the PROSPECTIVE PURCHASERS for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason, apart from the rights of the PROSPECTIVE VENDOR-CUM-DEVELOPER as provided in clause 3b) above, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to file appropriate proceedings for recovery of money and or dishonor of cheque, Provided the PROSPECTIVE PURCHASERS are given a written notice informing of such default in payment and a 30 days grace period to make the said payment failing which the provisions of clause 3b) of this agreement shall follow.
- d) Subject to clause 3a) above, the PROSPECTIVE VENDOR-CUM-DEVELOPER is unable to or fail to give possession of the said premises to the PROSPECTIVE PURCHASER within the time agreed herein above, or within any further extended date or dates agreed to by the parties hereto, then in such case the PROSPECTIVE PURCHASER shall be entitled to give 15 days' notice in writing to the PROSPECTIVE VENDOR-CUM-DEVELOPER terminating the agreement, in which event, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall, within five weeks from receipt of such notice, refund to PROSPECTIVE PURCHASER the amounts, if any, that may have been received by the PROSPECTIVE VENDOR-CUM-DEVELOPER from the PROSPECTIVE PURCHASER in respect of the said premises as well as pay simple interest @ 9% p.a. on such amounts from the date of receipt thereof till its repayment. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall also pay to the PROSPECTIVE PURCHASER a sum of Rs. 500/- (Rupees five hundred only) as liquidated damages in respect of such termination.

4. OBLIGATIONS:

- a) The PROSPECTIVE PURCHASER agrees to effect all payments referred to in SCHEDULE III.

- b) On receipt of the notice contemplated in Clause 3a) hereinabove, the PROSPECTIVE PURCHASER is liable to take possession within 30 days from the date of receipt of the said notice. The PROSPECTIVE PURCHASER shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession. The PROSPECTIVE PURCHASER shall have no claim against the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of any item of work thereafter.
- c) In case the PROSPECTIVE PURCHASER fails to take possession within 30 days from the receipt of the notice as contemplated in clause 3a) and 3b) above, then it shall be deemed that the PROSPECTIVE PURCHASER has taken possession of the premises after inspection irrespective of whether the PROSPECTIVE PURCHASER has actually taken physical possession or not.
- d) Notwithstanding anything said in this agreement, upon notice in writing from the PROSPECTIVE VENDOR-CUM-DEVELOPER calling upon the PROSPECTIVE PURCHASER to take possession, whether he have actually taken possession or not, the PROSPECTIVE PURCHASER shall be liable to pay proportionate share of all the outgoings including Maintenance charges, Local Taxes from the date of such actual possession or deemed possession.
- e) Upon possession of the said premises being delivered to PROSPECTIVE PURCHASER, the PROSPECTIVE PURCHASER shall be entitled to use and occupy the said premises. Upon the PROSPECTIVE PURCHASER taking possession of the said premises he shall have no claims against the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of any item of 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 defect in work unless the Architect of the PROSPECTIVE VENDOR-CUM-DEVELOPER opines otherwise.

- f) The PROSPECTIVE PURCHASER shall use the said premises only for the purpose, which is permissible under the prevailing law.
- g) The PROSPECTIVE PURCHASER shall from the date of possession of the said premises, maintain the said premises, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at his own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and/or common passages or the compound, which may be against the condition or rules or by-laws by the Village Panchayat or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.
- h) Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to sell assign, transfer and or otherwise deal with the right, title and interest in the SAID PROPERTY and/or in the said Building Scheme.
- i) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the SAID PROPERTYs or any part thereof.
- j) The PROSPECTIVE PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by them to PROSPECTIVE VENDOR-CUM-DEVELOPER under this agreement are fully paid up and that too only if he had not been guilty of breach or non-observance of any of the terms and conditions of this Agreement until they obtains the previous consent in writing from the PROSPECTIVE VENDOR-CUM-DEVELOPER.

- k) The PROSPECTIVE PURCHASER shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the PROSPECTIVE VENDOR-CUM-DEVELOPER may require from time to time in this behalf for safeguarding inter-alia the interests of the PROSPECTIVE VENDOR-CUM-DEVELOPER and the PROSPECTIVE PURCHASER.
- l) The PROSPECTIVE PURCHASER on the date of signing the present Agreement notify to PROSPECTIVE VENDOR-CUM-DEVELOPER whether any letters, remainders, notices, documents, papers, etc., are to be served to him. The PROSPECTIVE PURCHASER shall also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE PURCHASER at his notified address or at his changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASER.
- m) The PROSPECTIVE PURCHASER hereby gives his express consent to the PROSPECTIVE VENDOR-CUM-DEVELOPER to Construct the said building as they may want Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises,.
- n) If at any time, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased; such increased shall be for the benefit of the PROSPECTIVE VENDOR-CUM-DEVELOPER alone, without any rebate to the PROSPECTIVE PURCHASER.
- o) The PROSPECTIVE VENDOR-CUM-DEVELOPER shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER in respect of any amount payable by the PROSPECTIVE PURCHASER to the PROSPECTIVE VENDOR-CUM-DEVELOPER under the terms and conditions of this agreement.
- p) The PROSPECTIVE PURCHASER hereby expressly agrees that in the event of any amount by way of

premium or security deposit, service tax, or any other taxes becoming due and payable to Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto becoming payable by the PROSPECTIVE VENDOR-CUM-DEVELOPER, the same shall be reimbursed by the PROSPECTIVE PURCHASER to the PROSPECTIVE VENDOR-CUM-DEVELOPER in proportionate to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASER. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER without any dispute.

- q) The PROSPECTIVE PURCHASER shall pay five days before handing over of the possession, an amount of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** to the PROSPECTIVE VENDOR-CUM-DEVELOPER, being the charges to be paid to the **electricity** department, P.W.D. (water supply) for the purpose of obtaining **water** connection and electricity connection to the said premises, which includes the deposits for water and electricity meters payable to the concerned department.
- r) The PROSPECTIVE PURCHASER shall deposit five days before handing over of the possession of the said premises, a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) with the PROSPECTIVE VENDOR-CUM-DEVELOPER as and by way of **maintenance charges for five years**, which shall be utilized by the PROSPECTIVE VENDOR-CUM-DEVELOPER for maintenance of the Building, common lights, common staircase, common compound and open spaces, salaries of sweepers and miscellaneous charges, for five years from the date of handing over of the possession. Upon formation of "THE ENTITY" referred herein below, the balance if any standing in the Maintenance Account shall be transferred to such ENTITY. If however, such ENTITY is not formed within three years, the

PROSPECTIVE PURCHASER shall contribute such additional amount towards maintenance for next three years as may be demanded by the PROSPECTIVE VENDOR-CUM-DEVELOPER.

- s) The PROSPECTIVE PURCHASER shall pay at the time of taking possession of the SAID FLAT, an amount of **Rs. 1500/- (Rupees _____)** per sq mts to the PROSPECTIVE VENDOR-CUM-DEVELOPER, being the charges towards miscellaneous charges towards **society formation alongwith the sinking fund**, to be paid alongwith the above charges and if the said amount is excess for formation of society than the said amount will be put in sinking fund.
- t) The payment of the said amount of Rs. 25,000/- as mentioned in clause 4q) above, Rs. 2,00,000/- as mentioned in clause 4r) above and Rs. 1500/- per sq mts, as mentioned in clause 4s) on or before the agreed date, is a **condition precedent for delivery of possession**. Failure to pay the said sums as mentioned in clause 4q), 4r) and 4s) on or before the agreed date, shall attract clause 3b) mentioned, agreed and consented, by the parties, herein above.
- u) In case the amount so expended for the purpose mentioned in clause 4q) is more than the amount deposited by the PROSPECTIVEPURCHASER, then the PROSPECTIVE PURCHASER shall pay the excess amount so expended before delivery of possession. The decision of the PROSPECTIVE VENDOR-CUM-DEVELOPER on the amount so spent shall be final.
- v) The Said Premises shall be deemed to have been completed in all respect upon issuance of the Completion Certificate by the Engineer of the PROSPECTIVE VENDOR-CUM-DEVELOPER.
- w) Any diligence shown by the PROSPECTIVE VENDOR-CUM-DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

- x) The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROSPECTIVE VENDOR-CUM-DEVELOPER. The PROSPECTIVE PURCHASER is expected to inquire with the PROSPECTIVE VENDOR-CUM-DEVELOPER regarding the stage of completion.
- y) The Open Spaces, Terrace shall belong to the ownership of the PROSPECTIVE VENDOR-CUM-DEVELOPER and he shall be at liberty to deal with the same as per his discretion and or to sell/lease etc. the same to third party and the PROSPECTIVE PURCHASER shall not object or interfere in such transaction.
- z) The PROSPECTIVE PURCHASER shall not claim any right of pre-emption or any other right in respect of the other premises in the said building or undivided right in the SAID PROPERTY.

5. CO-OPERATIVE HOUSING SOCIETY/ MAINTENANCE SOCIETY/ OWNERS ASSOCIATION:

- a) The PROSPECTIVE PURCHASER shall assist the PROSPECTIVE VENDOR-CUM-DEVELOPER and the other premise holders in forming a Co-operative/Maintenance Society or an association of persons or such other entity for maintaining the SAID PROPERTYs and/or the said Building Scheme. It shall be entirely at the desecration of the PROSPECTIVE VENDOR-CUM-DEVELOPER to decide whether to form a Co-operative Society or a maintenance society or an Association of persons or any other entity (hereinafter referred to as "THE ENTITY"). When the PROSPECTIVE VENDOR-CUM-DEVELOPER take a decision in this matter the PROSPECTIVE PURCHASER and other premises holders in the said Building Scheme shall sign all forms, applications, deeds, and/or other documents as may be required for the formation of the Entity.
- b) The PROSPECTIVE PURCHASER hereby agrees and binds himself to contribute such amount as may be decided by the PROSPECTIVE VENDOR-CUM-

DEVELOPER or the entity as the case may be for the maintenance of the SAID PROPERTY and the Building Scheme from time to time that is for common lights, water charges, sweeper's remuneration etc.

- c) The PROSPECTIVE PURCHASER hereby agrees to contribute all such sums as may be required for the formation and registration of the entity.
- d) The PROSPECTIVE PURCHASER and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.
- e) The PROSPECTIVE PURCHASER hereby agrees and undertakes to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the entity. The PROSPECTIVE PURCHASER shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the PROSPECTIVE VENDOR-CUM-DEVELOPER and other premises holders in the said Building Scheme.

6. TRANSFER TO PROSPECTIVE PURCHASER:

- a) In case the purchasers of the various premises in the said building constitutes themselves into THE ENTITY as provided in Para 5a) above, then upon payment of the entire sale consideration amount of the respective premises and after payment of all other charges by the various premises holders, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall execute the conveyance deed in respect of the SAID PROPERTY in favor of such ENTITY.
- b) In case such ENTITY as mentioned in Para 5a) is not formed, then upon payment of the entire sale

consideration amount and after payment of all other charges agreed herein, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall execute the conveyance deed in respect of the said premises and the corresponding undivided portion of the SAID PROPERTY, in proportion to the built up area of their respective premises, in the names of the premises holders.

- c) The advocate for the PROSPECTIVE VENDOR-CUM-DEVELOPER shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the Sale Deed referred in Para 6a) and 6b) above. The PROSPECTIVE PURCHASER shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.

7. PAYMENT OF TAXES, COSTS, CHARGES AND EXPENSES:

- a) Any taxes, charges, or outgoing levied by the Panchayat or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER from the date of the delivery of possession of the said premises.
- b) The PROSPECTIVE PURCHASER shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

8. GENERAL OBLIGATIONS: It is hereby agreed between the parties hereto as under:-

- a) On taking delivery of the premises, the PROSPECTIVE PURCHASER under no circumstances, shall carry out any structural alterations in or to the said premises, without the written consent of the PROSPECTIVE VENDOR-CUM-DEVELOPER and express permission from the competent statutory authorities.

- b) The PROSPECTIVE PURCHASER under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal access roads in the said building scheme shall always be kept open and unobstructed.
 - c) The PROSPECTIVE PURCHASER shall have no right to the terrace portion of the said Building except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as absolute property of the PROSPECTIVE VENDOR-CUM-DEVELOPER.
 - d) The name of the Building complex shall be “**CASA DE THIVIM**”, at all times, which the PROSPECTIVE PURCHASER agrees not to change individually or in association with the owners of the other premises in the said building.
- 9. DISCLAIMER:** All inspections by the PROSPECTIVE PURCHASER when the construction work is in progress shall be at the risk of the PROSPECTIVE PURCHASER. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall not be liable in any manner in case the PROSPECTIVE PURCHASER or anybody acting on his behalf suffers any injury or any property of his is damaged, during inspection of the construction work.
- 10. WAIVER AND NO WAIVER:** The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.
- 11. AMENDMENTS:** No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement

of the amendment, modification, discharge or waiver is sought.

12. DISPUTES & CONFLICT RESOLUTION

- (a) The parties hereto expressly covenant that this Agreement shall form subject matter of judicial proceedings, Courts in Mapusa, Goa being the courts having jurisdiction.
- (b) All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or his respective successors-in-title and permitted assigns touching or concerning this Agreement or its construction or effect or as to the rights, duties, obligations and liabilities of the parties hereto or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 through a Sole Arbitrator appointed by both the Parties. The cost, charges and fees of the Arbitrator shall be borne equally by the parties hereto. The place of Arbitration shall be at Mapusa Goa.

13. ENTIRE AGREEMENT:

- (a) This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by instruments signed by both of the Parties hereto. Any and all prior or collateral representations, promise or condition not incorporated herein or made a part hereof shall not be binding upon the Parties.
- (b) Notwithstanding the aforesaid, either party to this Agreement shall be entitled to Specific Performance of this Agreement.

- (c) That the possession of the SAID PREMISES has not been handed over to the Purchaser on execution of this Agreement.
- (d) The parties herein declare that the SAID PROPERTY does not belong to Schedule Caste / Schedule tribe as per Notification No. RD/LAND/LRC/318/77 dated 21/8/1978 of the Government of Goa.

14. VALUATION: The **SAID PREMISES** is valued at Rs. _____/- (**Rupees** _____ **Only**) and stamp duty of 2.9% on this agreement is paid hereunder, therefore the Deed is written on Stamp Paper of **Rs.** _____/ - **Rupees** _____ **only**) and therefore the proper and necessary duty as per law has been duly paid.

SCHEDULE I
DESCRIPTION OF THE SAID PROPERTY

All that Immovable property known as “**DEULAT**” also known as “**CHICHECHEBHAT**” admeasuring 1250 sq.mts, situated at Village Thivim, Taluka Bardez, not enrolled in the Taluka Registration Office nor enrolled in the Taluka Revenue Office, presently surveyed under Survey No. 121/31 of Village Thivim, Taluka Bardez, Sub-District of Bicholim, District of North Goa, State of Goa, and bounded as under:-

East: By Comunidade of Tivim under Survey No. 121/41 of Tivim,

West: by property of Anthony D’Souza under Survey No. 121/30 of Tivim,

North: by Comunidade passage under Survey No. 121/29 of Tivim, and

South: by property of Savio D’Mello under Survey No. 121/33 of Tivim.

SCHEDULE II

DESCRIPTION OF THE SAID PREMISES HEREBY SOLD

ALL THAT **1 / 1.5 / 2 BHK** Apt No: _____, admeasuring _____ Sq. meters of Built-up area, _____ Sq. meters of Carpet Area and _____ Sq. meters of Balcony, in the Building complex named "**CASA DE THIVIM**", constructed in the said property described in schedule I above

SCHEDULE III - (Mode Of Payment)

The PROSPECTIVE PURCHASER shall make the payment to the PROSPECTIVE VENDORS-CUM-DEVELOPERS as per the Schedule given below:

SR NO	SCHEDULE OF PAYMENT	Amount	GST	Total
1	Booking			5%
2	Completion of Footing			
3	Completion of Plinth			
4	Completion of Ground slab			
5	Completion of First Floor Slab			
6	Completion of Second Floor slab			
7	Completion of Third Floor Slab			
8	Completion of Masonry (said premises)			
9	Completion of Plaster (said premises)			
10	Completion of Flooring (Said premises)			
11	Completion of Internal & External Painting			
12	Five Days Before Possession (entire amount inclusive of			

	below mentioned charges)			
BASIC PRICE OF UNIT				
1	Maintenance Charges (For 5 Years)			
2	Deposit (Electricity/Water)			
3	Legal Fees			
4	Society Formation/Sinking Fund			
5	Transformer charges			
6				
INCLUDING ADDITIONAL				
1	Infrastructure Tax @ 200			
GOVERNMENT LEVIES & TAXES as applicable				
GRAND TOTAL				

SCHEDULE IV

(Building Specifications For Apartments, Fixtures, Fittings, And Amenities)

- 1. STRUCTURE:** RCC framed structure as per approved design.
- 2. FLOORING:**
 - Fully vitrified flooring in entire flat (60x60) except the bathroom.
 - Parking area with interlocking pavers
- 3. DOORS & WINDOWS:**
 - Main door of decorative flush door.
 - Bedroom and bathroom doors of FRP / Flush doors.
 - Balcony French doors and windows shall be power coated aluminum frames with glass fittings, with sliding type.

4. PAINT:

- Internal wall with plastic emulsion paint
- External paint of premium acrylic weather resistant paint

5. ELECTRICAL:

- Concealed piping with copper wires and modular switches with adequate points for power and lighting
- DB for all apartments
- TV and telephone points in living rooms
- Provision for AC points in bedroom(s) 15 Amps
- provision for geyser

6. KITCHEN:

- Granite top kitchen platform with stainless steel sink
- Ceramic tile dado upto 2 ft above the counter top
- Necessary electrical and plumbing connections

7. BATHROOM AND TOILETS

- designer tiles in bathroom upto lintel height
- flooring anti skid ceramic tiles
- Plumbing fittings of branded quality or equivalent shall be used.

8. OTHER SERVICES:

- RCC framed structure with 230mm thick external walls and 15mm thick internal partition walls
- Overhead water storage tank
- Paved and landscaped driveway
- Lift facility
- Gated compound

SCHEDULE V - (Details of APARTMENT and Cost)

2 BHK Apt No. : _____
 Floor : _____
 Name of the Complex : CASA DE THIVIM

Supper Built-up area : _____ Sq. metres
approx.
Carpet Area : _____ Sq. metres approx.
Balcony Area : _____ Sq. metres approx.
Total Cost of flat : Rs. _____
(Rupees _____ Lakhs only)

IN WITNESS WHEREOF the parties hereto have set their respective hands to this Agreement on the day, month and year first above written in presence of two attesting witnesses.

THE PROSPECTIVE VENDOR / DEVELOPER

MR. PRITESHATMARAMMALIK

Left Thumb/Finger Print Impressions

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Thumb

Right Thumb/Finger Print Impressions

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Thumb

THE PURCHASER

MR. _____

Left Thumb/Finger Print Impressions

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Thumb

Right Thumb/Finger Print Impressions

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Thumb

IN PRESENCE OF WITNESSES:

1. _____

2. _____