

**AGREEMENT FOR SALE**

This Agreement for sale for construction of a residential building and for sale is made on this --<sup>th</sup> day of ----- 2019 at Mapusa Bardez Goa.

1. **Shri. Rajesh Vithal Harmalkar**, S/o. late Vithal Harmalkar, age --, married, service, holder of Pan Card No.-----
2. **Smt. Savita Harmalkar**, W/o. Rajesh Vithal Harmalkar, age --, married, housewife, holder of Pan Card no.-----  
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3. **Shri. Namdev Sonu Harmalkar**, S/o. Sonu Harmalkar, age --, widower, retired, holder of Pan Card no.----- all Resident of 257/3B, Bhailo Uddo, Danda Siolim Bardez Goa, all Indian National,
4. **Shri. Dhruvanjay Vithal Harmalkar**, S/o. late Vithal Harmalkar, age --, Married, service, Holder of Pan Card No AKRPH8513L,
5. **Mrs. Deepti Dhruvanjay Harmalkar** W/o. Dhruvanjay Harmalkar, age 37, Married, Service, Holder of Pan Card No AMSPH7745A, both Indian National, both Resident of H.No. 30/1A, Vadacha Vada, Sirgao, Bicholim Goa. hereinafter referred to as the **“Vendors”** “of the **First Part**”

**AND**

**Mr.** ----- s/o late John Luis Fernandes, -  
- years, married, service, holder of PAN Card No. -----  
-----, Indian National, resident of House No. ----, --  
-----, -----, -----., hereinafter referred to as  
the **"PROSPECTIVE PURCHASER"** of the **SECOND PART.**

**AND**

**Mr. PUNDALIK DEELIP PALYEKAR**, s/o Mr. Deelip Palyekar, 33 years, unmarried, businessman, holder of PAN Card No. APYPP3817P, Indian National, resident of H. No. 257/3B, Bhailo Udo, Danda, Siolim, Bardez-Goa, herein after referred to as “**DEVELOPER/BUILDER**” of the **Third Part**.

The term and expression OWNERS/VENDORS, PURCHASER and the DEVELOPERS/BUILDERS shall unless repugnant to the context and meaning thereof be deemed to mean and include their heirs, legal representatives, assigns, executors, or any other person or persons legally, equitably, or otherwise claiming through them.

WHEREAS the Owners/Vendors no. 1, 2 and 3 is represented through their attorney holder **Mr. PUNDALIK DEELIP PALYEKAR**, the Party of Third Part, vide Power of Attorney dated 12/08/2014, executed before Notary Gajanan Korgaonkar, under Reg no. 2621/2016 dated 20/06/2016.

WHEREAS the Owner/Vendor no. 4 and 5 are represented through their attorney holder **Mr. PUNDALIK DEELIP PALYEKAR**, the Party of Third Part, vide Power of Attorney dated 11/02/2015, executed before Notary Gajanan Korgaonkar, under Reg no. 590/2015 dated 11/02/2015.

WHEREAS there exists a property known as “BHAMAN VADDO”, bearing survey no. 70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa, referred hereinafter as “Said Property”, which property is more particularly described in Schedule I hereunder written.

WHEREAS, the said Property originally belonged to Late Shri. Sonu Vishnu Harmalkar and his wife late Mrs. Shrimati Sonu Harmalkar, referred hereinafter as “Original Owners”.

WHEREAS said Shri. Sonu Vishnu Harmalkar and Mrs. Shrimati Sonu Harmalkar both expired on 16/10/1995 and 22/07/2003 respectively, leaving behind following legal heirs  
1. Mr. Namdev Sonu Harmalkar, married to 2. Smt. Satvashila Alias Suhasini Namdev Harmalkar, 3. Shri Vithal Sonu Harmalkar, married to 4. Sulochana Alias Hanue Vithal Harmalkar, who are collectively referred to as “Legal Heirs”

WHEREAS one of the Legal Heir namely, Shri. Vithal Sonu Harmalkar, died leaving behind his wife Smt. Sulochana alias Janue Vithal Harmalkar, his sons Mr. Druvanjay Alias Druvanjay Vithal Harmalkar, and Mr. Rajesh Vithal Harmalkar

WHEREAS upon death of ‘Original Owners’ an Inventory Proceeding was instituted before the Civil judge Senior Division Mapusa, Being Inventory Proceeding No. 55/2005/F, (In short, “Inventory Proceedings”), listing several assets/properties owned by them. In the said Inventory Proceeding the said property is listed at Asset No.1.

WHEREAS in the said “Inventory Proceedings”, Cabeça de Casal and Interested Parties moved the application under Article 1414 of the Portuguese Civil Code, which application was pertaining to Compromise and amicable division of properties left out by the ‘Original Owners’, to be distributed amongst the ‘Legal Heirs’.

WHEREAS in the application under Article 1414 of the Portuguese Civil Code, the Said Property was numerated as 'Part A' and 'Part B'. That the Part A, admeasuring an area of 702 Sq. Mts, was allotted to Vendor No. 4 Mr. Druvanjay Alias Druvanjay Vithal which is situated on the Northern side of the property abutting the property bearing Survey No. 70/1 of Oxel Village and Part B which comprises the remaining portion/part of the property bearing survey No. 70/7 of Oxel Village, which admeasures about 2673 Sq. meters wherein old ancestral residential house bearing V.P house No. 298/5 is situated was allotted to said Vendor No. 1 Mr. Rajesh Vithal Harmalkar. That Vendor No. 3 Mr. Namdev Sonu Harmalkar holds Usufruct right in Part B.

WHEREAS the "Said Inventory" got concluded by Order dated 28.03.2014 of the Honorable Civil Judge, Junior Division at Mapusa Goa by approving and Confirming the application moved under Article 1414 of the Portuguese Code. Therefore, Vendor No. 4 Mr. Druvanjay Alias Druvanjay Vithal and his wife Mrs. Deepti Dhruvanjay Harmalkar Vendor No. 5, together with Vendfor No. 1 Mr. Rajesh Vithal Harmalkar and his wife Smt. Savita Harmalkar Vendor No. 2 are the Owners of the 'Said Property'. (In short, the 'Owners').

AND WHEREAS the said Vendor No. 3 Mr. Namdev Sonu Harmalkar who holds Usufruct right in Part B has executed a Power of Attorney in favour of Mr. Rajesh Vithal Harmalkar, authorizing and empowering him to act on his behalf for necessitating the agreed development in the 'Said Property'.

WHEREAS the Developer/Second Party has requested the owners to allow them to develop the said property, admeasuring an area of 3375 square into the residential Complex and the Owners/First Party have agreed to give the said property unto the Developer/Second Party so as to create full value to the Said Property.

WHEREAS the said Property is proposed to be developed by the Owners/First Party as shown in the plan hereto annexed in the red color boundary line and marked 'B'

WHEREAS the OWNERS/FIRST PARTY desires to construct a modern residential apartment building in the said property and engage DEVELOPER/SECOND PARTY for such construction and under the circumstances, both the parties involve a scheme under which the OWNERS/FIRST PARTY have proposed to Provide the said property fully described in the schedule-I and the Developer/Second Party has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a building as per plan to be approved by concerned authorities and other facilities.

AND WHEREAS the OWNERS/FIRST PARTY have allowed the Developer/Second Party to construct the residential apartment Building on the said property described in schedule I and the Developer/Second Party shall construct Building thereon at his own cost and responsibility as per plan approved, in favour of OWNERS/FIRST PARTY to be approved by concerned authorities and design to be prepared by the Developer/Second Party.

AND WHEREAS the DEVELOPER/SECOND PARTY, by the power of attorney executed by the “Owners” have given the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing the apartments with undivided and undemarcated proportionate piece of land in the project on the basis of approved plan at a price to be determined by the Developer/Second Party and to receive money from prospective buyer and to acknowledge and give receipt provided the same doesn't affect the rights and interests of the OWNERS/FIRST PARTY, or either into any conflict thereof.

AND WHEREAS following the agreement with the “Owners” and said Vendor No. 3 Mr. Namdev Harmalkar the Developer/Second Party have come up with the scheme, a project known as “ **SQUARE GREENS**” in the ‘Said Property’.

For the purpose of such development / construction of project “SQUARE GREENS”, the DEVELOPERS /BUILDERS had obtained following requisite permissions from the authorities concerned to the development of the said property:

- a. Sanad from the Office of the District Collector, North Goa vide reference bearing No. RB/CNV/BAR/AC-1/20/2015, dated 10/06/2015.
- b. Technical Clearance from the Office of the Senior Town Planner Town & Country Planning Department, North Goa District Office at Mapusa Goa, for the construction of

residential building, club house and compound wall, vide reference No. TPB/1599/TCP-16/885, dated 17<sup>th</sup> March 2016.

- c. Constructions Licence/Permission from the Village Panchayat of Oxel Bardez Goa vide reference bearing No. VP/OXEL/2016-17/852, dated 27-12-2016

AND WHEREAS The PROSPECTIVE PURCHASER has approached the DEVELOPERS/BUILDERS, with a request to purchase from the DEVELOPERS/BUILDERS two of the premises, more particularly described in the SCHEDULE – II and that, upon completion of the construction by the DEVELOPERS/BUILDERS on its own account, of the premises described fully in SCHEDULED-II hereinafter appearing (herein also referred to as the “the said premises”), in the building proposed to be constructed by the DEVELOPERS/BUILDER PARTY, in the said property described in the SCHEDULE –I hereto, the DEVELOPERS/BUILDERS agreed to sell to the PROSPECTIVE PURCHASER the said premises described in SCHEDULE II hereto, for the price stipulated herein;

AND WHEREAS the parties hereto have mutually settled the terms of such agreement for sale, and the parties hereto desire to herein record such terms of agreement.

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

1. Definitions:



For the purposes 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 premises as described in the SCHEDULE II hereinafter written at the conclusion of this Agreement;

ii. “the said land” shall mean the land described in the SCHEDULE-I hereinafter written at the conclusion of this Agreement;

iii. “service” in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his office staff or family member; but in case been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.

iv. “super built-up area” shall mean a total area obtained after adding to the built-up area of the premises, such additional area that shall be derive after multiplying the built-up area of the premises by a fraction obtained upon dividing the total common area by the total built-up areas of the entire building.

2. Project name:-

The name of the project i.e., of the said buildings to be constructed by the DEVELOPERS/BUILDER’S in the said described in the SCHEDULE-I hereto, shall be “Square Greens” or shall be such name as the DEVELOPERS/BUILDERS may decide at their own sole discretion.

3. Transaction:-

i. The DEVELOPERS/BUILDERS shall construct, on their own account, the building/s proposed by them to be constructed in the said land described in the SCHEDULE-I hereto, and thereafter the VENDORS/OWNERS and DEVELOPERS/BUILDERS shall sell unto the PROSPECTIVE PURCHASER, the said premises described in the SCHEDULE-II hereto, situated in the concerned building.

ii. The proposed sale of the said premises shall include the sale of ideal and undivided share in the said land described under in the SCHEDULE-I hereto, which shall be proportionate to the area of the said premises agreed to be sold. Such sale, as per the choice of the DEVELOPERS/BUILDERS, shall be effected either in favour of society or other body that may be formed at the instance of the DEVELOPERS/BUILDERS, for the purposes of the managing the said buildings; and if such society or body is not desired to be formed by the DEVELOPERS/BUILDERS, then such sale shall be made in favour of the PROSPECTIVE PURCHASER. In either case, the PROSPECTIVE PURCHASER shall bear the cost of the stamp duty and registration fee relating to the said premises and such ideal and undivided share in the said land.

iii. It shall be Obligatory upon the DEVELOPERS/BUILDERS to construct the said

premises, so to be purchased by the PROSPECTIVE PURCHASER, upon minimum compliance of the specifications contained as per the layout shown in red colour lines in the PLAN-I annexed hereto.

4. Consideration & payment thereof:-

i. The aggregate amount, inclusive of the sale price of the said premises, the sale price of the proportionate share in the said land corresponding to the said premises, payable by the PROSPECTIVE PURCHASER to the DEVELOPERS/BUILDERS & VENDORS /OWNERS in respect of the sale of the said premises hereby agreed to be made in favour of the PROSPECTIVE PURCHASER shall be Rs. -----  
-----/- (Rupees ----- Only) and the same shall be paid in the manner mentioned in the SCHEDULE-III hereinafter appearing.

ii. The total sum mentioned in the Clause 4(i) hereinabove written, shall be payable by the PROSPECTIVE PURCHASER only to DEVELOPERS/BUILDERS & VENDORS/OWNERS by way of crossed account payee cheque or Banker's Demand Draft or Pay Order, payable at Mapusa, Goa, in the manner stipulated in the SCHEDULE-IV hereinafter appearing. However, in its sole discretion and subject to the restriction put by any law in force, the DEVELOPERS/BUILDERS & VENDORS/OWNERS may receive any amount in cash or by cheque from the PROSPECTIVE PURCHASER.

iii. No amount paid by the cheque, Demand Draft or Pay Order, shall be deemed to have been received by the DEVELOPERS / BUILDERS & VENDORS /OWNERS, until the value thereof is realized in the joint Bank Account of the DEVELOPERS/BUILDERS & VENDORS/OWNERS.

iv. In order that the PROSPECTIVE PURCHASER feel secured about the installment of price paid by the PROSPECTIVE PURCHASER to the DEVELOPERS /BUILDERS & VENDORS/OWNERS at the previous stage/s, and to give confidence to the PROSPECTIVE PURCHASER about security of further amounts of installments of price payable by the PROSPECTIVE PURCHASER, both parties have decided that installments of price payable by the PROSPECTIVE PURCHASER shall be based on stage of work at that project reflected in the SCHEDULE- III hereinafter appearing.

v. That the consideration paid by the Prospective Purchaser towards the Premises mentioned in Schedule II, shall be deposited in the account of P4 Builders and Developers, HDFC Bank, Siolim branch held by the DEVELOPERS/BUILDERS.

5. Essence of contract:-

The parties hereto 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 DEVELOPERS/BUILDERS & VENDORS/OWNERS to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the DEVELOPERS/BUILDERS & VENDORS/OWNERS shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the DEVELOPERS/BUILDERS and that it shall not affect the right of the DEVELOPERS/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 constructed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further installments herein specified.

6. Termination:-

However, in case of delay in making payment of any of the installments by the PROSPECTIVE PURCHASER, the DEVELOPERS/BUILDERS shall issue a notice in writing in that regard to the PROSPECTIVE PURCHASER at the address mentioned herein, and if the entire defaulted amount is not paid to the DEVELOPERS/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 PURCHASER, even though the money till then received from the PROSPECTIVE PURCHASER is not returned by the DEVELOPERS/BUILDERS to the PROSPECTIVE PURCHASER.

7. Return of money & place of refund:-

In case of such termination, the DEVELOPERS/BUILDERS shall repay to the PROSPECTIVE PURCHASER only ----- % (Ninety five per cent) of the entire amount actually received till then by the DEVELOPERS/BUILDERS from or on behalf of the PROSPECTIVE PURCHASER, and that too upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the amount receive from or on behalf of the PROSPECTIVE PURCHASER. No interest shall be payable, at all, by the DEVELOPERS/BUILDERS on such amounts to be refunded. It is specifically agreed that such Head office of the DEVELOPERS/BUILDERS by giving to the DEVELOPERS/BUILDERS, at least 48 hours notice, prior to arrival of the PROSPECTIVE PURCHASER to collect such refund. Such refund shall be made by cheque payable at Siolim, Goa.

8. Alteration in layout of the said premises or changes in specification and places:-

The DEVELOPERS/BUILDERS are entitled to alter the plans of construction of the said premises as well as of the building/s 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.

9. Inspection of the said premises and documents:-

i. It shall be the obligation of the PROSPECTIVE PURCHASER to inspect or to get inspected from the authorized representative, the construction of the proposed building/s 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 PURCHASER 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 objections 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 PURCHASER.

ii. The PROSPECTIVE PURCHASER hereby agrees and declares that the PROSPECTIVE PURCHASER has inspected all the title documents of title pertaining to the said land, and also for construction of the building/s in which the said premises shall situated, including the plans approved under and that the PROSPECTIVE PURCHASER is fully satisfied about the title of the DEVELOPERS/BUILDERS regarding the said land being free of all encumbrances; about the authority of the DEVELOPERS/BUILDERS to execute this Agreement and about the legality of the

construction of the said premises and the building/s in which the same shall situate.

iii. At the time of taking delivery of the said premises, the PROSPECTIVE PURCHASER shall thoroughly inspect or get inspected the said premises for all types defects, changes and variations in construction, if any, and get the same remedied or cured before taking delivery of the said premises. After the delivery of the said premises is taken over by the PROSPECTIVE PURCHASER from the DEVELOPERS/BUILDERS, the PROSPECTIVE PURCHASER shall be forbidden from raising any claim against the DEVELOPERS/BUILDERS in respect of such developed aspects. However, in case of latent (not visible to naked eye and observed subsequent to delivery of possession) defects in the construction, it shall be the obligation of the DEVELOPERS/BUILDERS to remedy or cure such defects if pointed out in writing by the PROSPECTIVE PURCHASER within a period of one year from the date of possession of the said premises by the PROSPECTIVE PURCHASER or from the date of receipt of letter of possession from the DEVELOPERS/BUILDERS, whichever is earlier. It is further agreed that within period of eighteen months, due to defect in construction if there is water seepage in the said premises in such case the DEVELOPERS/BUILDERS shall be liable to cure it at his cost.

10. Completion and delivery:-



i. Upon the receipt of total consideration as mentioned under Clause 4(i) above and upon receipt of other amounts payable under Clauses of this Agreement, the DEVELOPERS/BUILDERS shall deliver unto the PROSPECTIVE PURCHASER or his nominee, the possession of the said premises and shall also execute a document of transfer in respect of the said premises along with proportionate share in the said land on pro-rata basis unto the PROSPECTIVE PURCHASER or his nominee, except when a co-operative society or a registered society, an association, a body or any other institution (hereinafter referred to as “the Entity”) is formed or proposed to be formed for the purpose of maintenance to the building/s to be constructed in the said land, in which event, the said land and/or all buildings constructed thereon shall be transferred unto the said society or institution so formed. For the purposes of this sub-clause, the delivery of possession of the said premises shall not be treated to have been given by the DEVELOPERS/BUILDERS to the PROSPECTIVE PURCHASER unless and until an authenticated copy of the completion/occupancy Certificate issued by the Village Panchayat is hand over by the DEVELOPERS/BUILDERS to the PROSPECTIVE PURCHASER.

ii. Subject to the conditions of payment of installments and other payments to be made by the PROSPECTIVE PURCHASER to the DEVELOPERS/BUILDERS as stipulated herein, the DEVELOPERS/BUILDERS shall, upon its due

completion, tender delivery of the said premises calendar months from the date of this Agreement.

iii. The DEVELOPERS/BUILDERS shall not incur any liability if they become unable to complete the said premises and/or deliver the possession of the said premises to the PROSPECTIVE PURCHASER within the period stipulated herein, if the completion of the project 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 valid reason or on account of unforeseen circumstances, beyond the control of the DEVELOPERS/BUILDERS, including withholding of grant of Completion Certificate and/or the Occupancy Certificate by the concerned authorities. In any of the aforesaid events, the DEVELOPERS/BUILDERS shall be entitled to reasonable extension of time for delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.

iv. At the time of taking delivery of the said premises from the DEVELOPERS/BUILDERS, the PROSPECTIVE PURCHASER shall sign and execute the following:-

a) "Letter of Possession" based on the standard format of the DEVELOPERS/BUILDERS, which shall be the only proof and document of taking delivery of

the said premises by the PROSPECTIVE PURCHASER from the DEVELOPERS/BUILDERS.

b) Society formation and Registration papers and bye-laws and/or member-ship form, declaration, undertakings etc. as per the formats prescribed by the Registering authorities.

c) Transfer Form for House-tax transfer, and application, undertaking, affidavit, etc.

d) Transfer Forms for Electricity connection transfer and water connection transfer if provided, and application, undertaking, affidavit, etc., in that connection.

11. Formation of the Entity:-

i. In the event any Co-operative Housing society, registered society, a body, other institution or any association is proposed to be formed by the DEVELOPERS/BUILDERS for the maintenance and repairs of the buildings and other structures in the said land and/or for providing common amenities to the buildings of that project, then the PROSPECTIVE PURCHASER shall become member hereof and shall pay 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 building/s, as also the membership fees, sinking fund charges, etc.

ii. The Maintenance charges amounting to Rs. 2,02,000/- (Rupees Two Lakh Two Thousand Only ) for

two years shall be paid by the Prospective Purchaser to the Developers/Builders.

iii. The charges for Sinking funds amounting to Rs. 2,02,000/- (Rupees Two Lakh Two Thousand Only ) shall be paid by the Prospective Purchaser to the Developers/Builders at the time of execution of Deed of Sale.

12. Other amounts payable hereunder & accounts:-

i. The PROSPECTIVE PURCHASER hereby agrees and undertake to pay the DEVELOPERS/BUILDERS, before taking delivery of possession of the said premises or on demand, the following amounts:-

a) Rs. 1,000/- (Rupees One Thousand Only) per sq. meter of super built-up area of the said premises, as advance deposit for a period of five years, towards the actual expenditure involved, towards maintenance and provision of common amenities to the project, to be incurred in future, and also as advance deposit towards the share in the management fee payable to the DEVELOPERS/BUILDERS at the agreed rate of 10% (ten per cent) on actual expenses done till formation of the Society/Entity till the DEVELOPERS/BUILDERS require the Managing Committee of such Society/Entity to look after the maintenance of the building/s and meeting common expenses on its own.

b) Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) as contribution towards share capital and

membership fee of the Entity and share in expenditure for formation and Registration of the Entity.

ii. If the aforesaid amount so paid as advance deposit by the PROSPECTIVE PURCHASER is exhausted/over before maintenance by the Managing Committee of the Entity, the PROSPECTIVE PURCHASER shall be liable to pay to the DEVELOPERS/BUILDERS additional sums in actual deposit account against future actual expenses involved in maintenance of building/s, as may be demanded by the DEVELOPERS/BUILDERS.

iii. It is hereby specifically agreed by the PROSPECTIVE PURCHASER that the DEVELOPERS/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 the actual maintenance and payment of common expenses for the project including society formation expenses, legal expenses towards drafting conveyance deed in favour herein above, etc; and consequently, the PROSPECTIVE HOLDER shall not have any right to question the DEVELOPERS/BUILDERS, in whatsoever manner, regarding the expenditure made by the DEVELOPERS/BUILDERS in that regard.

iv. The DEVELOPERS/BUILDERS shall maintain a separate account in its books for recording the receipts and expenses, for the purpose of this clause.

v. The PROSPECTIVE PURCHASER shall also pay to the DEVELOPERS/BUILDERS, before 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 if any, and electric connection for the said premises. The charges for obtaining electric connection shall be paid by Prospective Purchaser Separately.

vi. The PROSPECTIVE PURCHASER shall also be liable to pay to the DEVELOPERS/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 the exclusive responsibility of the PROSPECTIVE PURCHASER to bear and pay the same;

b) House-Tax in respect of the said premises from the date of issue 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 PURCHASER to beat 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 and any other new taxes, value added tax, service charges

d) Any expenditure to be incurred on account of any 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 land, shall be totally borne by the PROSPECTIVE PURCHASER.

e) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., 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 PURCHASER or the Society/Entity, shall be borne by the PROSPECTIVE PURCHASER.

13. Transfer and user of the said premises:-

The PROSPECTIVE PURCHASER 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, in writing, by the DEVELOPERS/BUILDERS, and if such transfer is required to be made after formation of the Entity, the PROSPECTIVE PURCHASER shall obtain consent from the Entity in addition to obtaining consent from the DEVELOPERS/BUILDERS.

However, such consent from the DEVELOPERS/BUILDERS shall not be necessary after executing the required conveyance Deed in favour of the Entity, in respect of the said land and/or the buildings constructed therein.

The PROSPECTIVE PURCHASER shall use the said premises for residential purpose only. Changes in use shall be subject to the PROSPECTIVE PURCHASER obtaining, at the own cost and expenses of the PROSPECTIVE PURCHASER, the requisite permissions from the Entity, DEVELOPERS/BUILDERS and the authorities concerned.

14. Service of notice:-

Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE PURCHASER by the DEVELOPERS/BUILDERS, shall be deemed to be served on the PROSPECTIVE PURCHASER, if the same is sent through ordinary post or registered post A.D. or under certificate of posting or courier service or fax or email or hand delivered on -----  
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15. Settlement of Disputes:-

i. The parties hereto agree that all questions and dispute 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 a certificate of such stages or final Completion Certificate



by the Architect or RCC consultant and such certificate shall be binding on the parties hereto.

ii. 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 sole arbitration by 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 arbitrators to be appointed under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mapusa, Goa.

16. Transfer of House-Tax, Electricity & Water Connection:-

Upon taking delivery of the said premises, it shall be the responsibility of the PROSPECTIVE PURCHASER 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 PURCHASER, at the costs and expenses of the PROSPECTIVE PURCHASER, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

17. Conveyance in favour of the Entity:-

i. Upon formation and registration of the Entity by the PROSPECTIVE PURCHASER and other holders of all other premises in the project, and upon demand by the Entity, the DEVELOPERS/BUILDERS shall convey the

said land, in full or in parts, unto the Entity, as may be decided by the DEVELOPERS/BUILDERS.

ii. It is made clear that in case the Bye-Laws or constitutional document of the Entity or the competent authority, requires that even the building/s constructed in the said land are also required to be conveyed unto the Entity, then the Entity shall also require the DEVELOPERS/BUILDERS to transfer unto the Entity all the buildings constructed in the said land.

iii. It is further made clear that all costs and expenses in preparing, executing and registering such document/s of transfer of the said land, in full or in parts, and/or the buildings constructed thereon, including the stamp duty and registration charges, shall be borne and be paid by the PROSPECTIVE PURCHASER on pro rata basis.

18. Other conditions:-

i. It is agreed by the DEVELOPERS/BUILDERS and the PROSPECTIVE PURCHASER that All the Internal Layout, Design, and Construction will be carried out only after final approval from the PROSPECTIVE PURCHASER.

ii. It is also agreed by the DEVELOPERS/BUILDERS and the PROSPECTIVE PURCHASER that all plumbing and Electrical Fitting will be provided Optionally by the PROSPECTIVE PURCHASER, and the DEVELOPERS/BUILDERS as also agreed to reimburse

the PROSPECTIVE PURCHASER the cost of the Material provided by the PROSPECTIVE PURCHASER.

iii. If, at any time prior to the execution of the final Deed of Conveyance and/or handing over delivery of the said premises to the PROSPECTIVE PURCHASER as stipulated in this Agreement, the floor area ratio presently applicable to the said land is increased, such increase shall ensue for the benefit of the DEVELOPERS/BUILDERS alone, without any rebate to the PROSPECTIVE PURCHASER or the Entity.

iv. Nothing contained in this Agreement shall be constructed as demands or assignment or conveyance or encumbrance on the said land or any portions thereof or on the said premises. Such demands or assignments or conveyance shall be only effected by way of delivery of possession of the said premises to be effected or caused to be effected by the DEVELOPERS/BUILDERS.

v. All the documents to be executed between the PROSPECTIVE PURCHASER and the DEVELOPERS/BUILDERS and/or the Entity shall be prepared by the Advocate of the DEVELOPERS/BUILDERS at the expenses of the PROSPECTIVE PURCHASER.

vi. Delivery of the said premises is not handed over to the PROSPECTIVE PURCHASER by this Agreement, and such delivery to be made shall be evidenced only by way

of execution of separate appropriate written document between the parties hereto.

19. Specific Performance:-

Both the parties hereto shall specifically perform this agreement.

20. The Market Value of the flat described at Schedule II is Rs. -----/- (Rupees ----- only).

21. The PROSPECTIVE PURCHASER shall bare the GST charges introduced by the Central Government and the State Government.

.21. That the possession of the said premises described at Schedule II shall be handed within 36 months.

**SCHEDULE-I**

**Description of the entire property**

All that property known as “**BHAMAN VADDO**”, bearing survey no.70 sub division no.7, admeasuring an area of 3375 square meters, situated in the village Oxel, Siolim, Bardez-Goa. and same is bounded as under

NORTH : by property bearing survey no. 70/1.

SOUTH : by property bearing survey no. 70/5.

EAST : by road.

WEST : by property bearing survey no. 70/2.

**SCHEDULE II**

**(Description of SAID PREMISES/Flats)**

All that premises identified as FLAT NO. -, both having CARPET area of ---.-- square meters each, situated on the ----- floor level, in the building know as “Square Greens ” with two covered parking, which is proposed to be constructed in the property described in schedule-I herein above written.

**SCHEDULE OF PAYMENT**

Sr. No.	Item	Amount in (%)
1.	On booking of both the flats	05%
2.	After completion of the plinth :	15%
3.	After completion of first slab:	20%
4.	After completion of second slab:	20%
5.	After completion of internal plaster:	20%
6.	After completion of flooring :	10%
7.	At the time of taking delivery of the premises:	10%

(a) A sum of Rs. ----- /- (Rupees ----- only) is paid by cheque bearing Cheque No. ----- dated --/--/2019, drawn on -----, ----- Branch ----- .

(b) The Final payment of the Installment of 10 %, will be paid only after completion of all the works as per the approval and satisfaction of the PROSPECTIVE PURCHASER at the time of the possession and registration.

**IN THE WITNESS WHERE OF** the parties thereto, having read and understood the impart and significance of this deed in letter and spirit, to thereby set his respective hands hereunder in execution of his deed on the ---<sup>th</sup> day of ----- 2019 of the Christian era.

SIGNED, SEALED AND DELIVERED)  
BY THE WITHINNAMED PARTY OF THIRD PART)

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**(Mr. PUNDALIK PALYEKAR)**  
**(For Self and as attorney holder for Party of First Part ie.e Vendors Nos. 1,2,3, 4 & 5)**

<b>Left Hand Finger Impressions</b>	<b>Right Hand Finger Impressions</b>


SIGNED, SEALED AND DELIVERED )  
 BY THE WITHINNAMED PARTY OF SECOND )

\_\_\_\_\_  
 (Mr. -----)

<b>Left Hand Finger Impressions</b>	<b>Right Hand Finger Impressions</b>


In presence of Witnesses

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

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