

## **AGREEMENT**

THIS AGREEMENT is made at Quepem , Goa, on this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand five.

## **BETWEEN**

SANATAN FINANCERS AND REAL ESTATES PVT. LTD., a company registered under the Indian Companies Act, 1956 with its registered office at Shop No. 14, Peace Valley , 172/1, Deumol , Sirvoi , Quepem ,403705 , Goa , India , represented by its Director Mr.ANKIT KUMAR, son of Mr.Sunil Kumar, resident of Bunglow No. 33 ,Peace Valley , Deumol Sirvoi , Quepem - 403705 , Goa , India , major in age, hereinafter referred to as “the DEVELOPERS/BUILDERS” (which expression unless repugnant to the context or meaning thereof shall also mean and include its successors, legal representatives, executors, administrators and assigns) of the ONE PART;

## **AND**

Mr. \_\_\_\_\_, Son of \_\_\_\_\_ Major in age \_\_\_\_\_ , resident of and occupation \_\_\_\_\_

Hereinafter referred to as the “PROSPECTIVE PURCHASER” (which expression unless repugnant to the context or meaning thereof shall also mean and include his heirs, representatives, administrators and assigns) of the OTHER PART.

WHEREAS the DEVELOPERS/BUILDERS are the owners in possession of the following two properties, namely:-

(I) Property known as TERRENO QUE FICA EM CIMA DE DEBAGALLE”, situated at Sirvoi Village of Quepem Taluka and Sub-District of Quepem, District of South Goa and State of Goa, described in the Land Registration office of Quepem under No.4749, at folio 87, of Book B-15, and enrolled in the Taluka Revenue office under Matriz Nos.361, 368 and 370, surveyed under No.169/1 of Sirvoi village and bounded on the:

**East** - by the summit of hillock;

**West** - by the property known as ‘Medoc’ of Benes, uncultivated land of the heirs of Buto Sinai Rego, property known as ‘Padamolla’ of the heirs of Visvonata Sinai Godnis and paddy field known as ‘Munxeagalle’ of the Comunidade of Sirvoi;

**North** - by the property of Avaduta Xemba Poi Palondicar, said paddy field ‘Munxegalle’ of the Comunidade of Sirvoi and property of the same, ‘Quinta and Sexta Adicoes’ of Govinda Poi Palondicar ; and

**South** – by the hillock slope, property known as ‘Chirecono’ of the said comunidade, property of Joao Pedro Pereira and property known as ‘Moddi Dabagalle’ of the said Comunidade.

**Property No.II** – All that landed property known as “QUARTA ADICAO DO TERRENO QUE FICA ENCIMA DE DABAGALLE” situated at Sirvoi, village of Quepem, Taluka and Sub-district of Quepem, District of South Goa and state of Goa, registered in the land Registration Office of Quepem under No.26, 361 at folio 192 overleaf of Book B-70 and enrolled in the Taluka Revenue Office (Matriz Predial) under No.372 surveyed under No. 172/1 of Sirvoi village and bounded as follows;

**East** – by the property known as ‘Medoc Tembi’ of the comunidade Of Sirvoi;

**West** – by the property known as ‘Medoc’ of Benes;

**North** – by the property of Jose Apolinario de Noronha and by the Property known as ‘Medoc Tembi’ of the said comunidade Of Sirvoi and;

**South** – by the landed property of Devidas Govinda Poi Palondicar;

The above described properties are hereinafter referred to as “the said properties”.

AND WHEREAS the property described under no.(i) above is purchased by the DEVELOPER/BUILDERS by the virtue of deed of sale dated 18<sup>th</sup> January 2002, registered in the office of the Sub-Registrar of Quepem under No.84, at pages 384 to 417, of book No.I, volume No.259, dated 23.1.2002, and the property described under no.(ii) above is purchased by the DEVELOPERS/BUILDERS by virtue of deed of sale dated 24<sup>th</sup> January

2002, registered in the office of the sub-registrar of Quepem under No.105, at pages 187 to 224, of book No.I volume No.260, dated 28.1.2002

**AND WHEREAS** the said properties are adjacent properties.

**AND WHEREAS** the DEVELOPERS/BUILDERS are constructing buildings ,villas and other structure in the said property in different phases are shown in the common .

**AND WHEREAS** the Prospective Purchaser desires to purchase a Flat /  
Bungalow No:- \_\_\_\_\_

**AND WHEREAS** the said Flat / Bungalow shall be of the specifications described in SCHEDULE I hereunder.

**AND WHEREAS** the total consideration payable towards the said Flat /  
Bungalow is Rs. \_\_\_\_\_

**AND WHEREAS** the PROSPECTIVE PURCHASER shall pay to the DEVELOPERS/BUILDERS the said consideration in the manner provided in SCHEDULE “II”.

**AND WHEREAS** the DEVELOPERS/BUILDERS has constructed the Flat / Building as per the approve plan.

**AND WHEREAS** the DEVELOPERS/BUILDERS are Indian nationals.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS  
UNDER:-**

1. That the DEVELOPERS/BUILDERS have constructed the Flats at the time of execution of this agreement.
2. That on this \_\_\_\_ day of \_\_\_\_\_ 2008, the Prospective Purchaser paid to the DEVELOPERS/BUILDERS a sum of Rs. \_\_\_\_\_, the receipt whereof is hereby acknowledged. The balance amount shall be paid by the Prospective Purchaser as provided in SCHEDULE II.
3. The construction of the Bungalow shall be completed within **12 months**, unless the construction is delayed for the following reasons:-
  - (i). Non availability of steel, cement, other building material and non availability /delay on the part of the government department in releasing water and electricity supply.
  - (ii). War, armed rebellion or natural calamity due to which construction work could not be undertaken.
  - (iii). Any notice, order, rule, notification of the government and / or any other public or competent authority and / or any judicial authority.
  - (iv). Delay in payment and non payments of Installments as detailed in SCHEDULE II or any amounts payable under this Agreement.
  - (v). Alterations required in the Agreement by the Prospective Purchaser.
4. If the payment is delayed by the Prospective Purchaser to the DEVELOPERS/BUILDERS then the Prospective Purchaser shall be

liable to pay interest at the rate of 10% per annum on the delayed payment.

5. That the DEVELOPERS/BUILDERS shall issue notice to the Prospective Purchaser in case the payments are not made in time, and after the notice if the payment is not made within 30 days from the date of the said notice, then this Agreement shall be terminated at the option of the DEVELOPERS/BUILDERS and whatever money received by the DEVELOPERS/BUILDERS from the Prospective purchaser shall be Forfeited.
6. That after having received all the payments, the DEVELOPERS/BUILDERS shall put the Prospective Purchaser in possession of the said Flat / Bungalow.
7. The DEVELOPERS/BUILDERS shall give notice to the Prospective Purchaser, calling upon them to take possession of the said Flat / Bungalow and the Prospective Purchaser shall take possession within 30 days from the date of the said notice.
8. The Prospective Purchaser shall take possession of the said Flat / Bungalow after inspecting the premises and at the time of taking possession, they shall bring to the notice of the DEVELOPERS/BUILDERS existence of any defects which defects shall be remedied by the DEVELOPERS/BUILDERS. Once the Prospective Purchaser takes possession, they should not be heard of complaining of any defects.

9. The Prospective Purchaser shall be liable to pay proportionate share of all the outgoings including Municipal taxes from the date of possession.
10. The PROSPECTIVE PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit to this Agreement or raise any loan on the strength of this Agreement or Part with possession of the said premises until Agreement or part with possession of the said premises until all the dues payable by them to the DEVELOPERS/BUILDERS under this Agreement are fully paid up and without previous consent in writing of the DEVELOPERS/BUILDERS. It is hereby agreed that the DEVELOPERS/BUILDERS shall have first lien and charge on the said premises in respect of any consideration amount remaining unpaid by the PROSPECTIVE PURCHASER under the terms and conditions of this Agreement.
11. The PROSPECTIVE PURCHASER and the persons to whom the said premises are let, transferred, assigned or given possession with the consent of the DEVELOPERS/BUILDERS, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the DEVELOPERS/BUILDERS may require for safeguarding the interest of the DEVELOPERS/BUILDERS and/or of the other parties who have purchased Apartments/Shops in the said plot of land.
12. For the beneficial enjoyment of the persons who purchase Property, the PROSPECTIVE PURCHASER shall not be entitled to carry business of a Bar, fabrication, two wheelers/four wheeler mechanics,

sale or storage of cement of steel and business in hazardous items in the said premises.

13. On taking over possession of the said premises, the PROSPECTIVE PURCHASER is not entitled to change the outer façade of the said building by carrying out any masonry work or by fixing of grills as they deem fit and proper. In case grills are required to be fitted, the PROSPECTIVE PURCHASER can get the same done as per specific design of the DEVELOPERS/BUILDERS and the said grills would have to be fitted through the DEVELOPERS/BUILDERS only on payment of charges

#### **MANAGEMENT COMPANY**

14. The DEVELOPERS/BUILDERS shall form a private limited company for the purpose of maintaining the Swimming pool, common structures and the surroundings and all common facilities and amenities, every purchaser will have to be a member of the management company formed by the DEVELOPERS/BUILDERS.

#### **TRANSFER TO ALLOTEE:**

15. On payment of the entire consideration amount and after payment of all amounts, the PROSPECTIVE PURCHASERS are liable to pay under this Agreement including the fees for 20 years maintenance and services to be provided as detailed out in Clause 20, the DEVELOPERS/BUILDERS shall cause the transfer of the said Flat / Bungalow PROSPECTIVE PURCHASER or their nominee by a Deed of Sale. The Deed of Sale shall contain a condition in terms or clause 12 herein.



16. The advocate for the DEVELOPERS/BUILDERS shall prepare and draw all the Deeds and documents to be executed in pursuance of this Agreement including the Sale Deed referred to in clause 15 hereinabove. The PROSPECTIVE PURCHASER shall pay in advance a sum of Rs.10,000/- (Rupees Ten Thousand Only) towards legal expenses payable to the advocate in getting the conveyance of the premises along with the proportionate right in the land to be calculated after completion of the entire project . The said conveyance shall be prepared by the advocate for the DEVELOPERS/BUILDERS. The PROSPECTIVE PURCHASER shall also be liable to pay the registration fee and stamp duty and other miscellaneous expenditure, if any. These amounts are to be paid to the DEVELOPERS/BUILDERS before taking possession of the premises. It is made clear that these amounts are exclusive of amounts payable under clause 2 and 20.

**CUSTOMER-CARE SERVICE:**

- 17 At the time of possession of the said premises by the PROSPECTIVE PURCHASER, attention shall be drawn in writing to any cracks/breakages in sanitary-ware/glazed tiles/glass panes/electrical switches/plugs, so that the DEVELOPERS/BUILDERS can replace them free of cost.
18. As part of customer care service, the DEVELOPERS/BUILDERS undertake to make good defects in any of the items listed herein for a period of one year from the date of taking possession/deemed possession in terms of clause 8 herein:-
- (1) Sewerage line choke ups.
  - (ii) Water line choke ups

- (iii) Electrical leakages
- (iv) Faulty electrical switches or deemer (to be intimated within 15 days of taking possession)
- (v) Operational problems of doors and windows.
- (vi) Leaking roof.
- (vii) Water pump, Miranda flushing system and such other allied products which will be covered separately by the manufacturer's warranty.

19. The after sales services shall not apply in case the PROSPECTIVE PURCHASER and /or their nominee carries out any alterations, modifications, damaging the walls by heavy hammering or internal changes including flooring with or without consent of the DEVELOPERS/BUILDERS.

The CUSTOMER care service will not cover:-

- (i) routine masonry/non-structural cracks in the brick walls resulting from any seasoning effect;
- (ii) any damage arising after handing over possession of the said premises, out of normal use/wear/tear or due to misuse by the PROSPECTIVE PURCHASER or others, with or without the DEVELOPERS/BUILDERS knowledge or permission;
- (iii) consumables such as bulbs, tube lights, starters and chokes that are installed in the common area of the building, or oil seals, mechanical seals, jets, nozzles, metallic bushes in the pumps.

**TWENTY YEARS OF SERVICE AND MAINTENANCE:**

20. The maintenance of the common areas and gardens in the said property along with the surroundings shall be carried out for a period of 20 years on completion of all the construction by the

DEVELOPERS/BUILDERS on payment of non refundable Rs.2,00,000/- (Rupees Two Lakhs Only) as service and maintenance fees. The twenty years period shall commence after the Quepem Municipal council granting occupancy certificate for all the Flat.

The service covered for maintenance includes the following:-

- (a) Subject to availability of water from PWD line to the sumps. Filing the water into the overhead tanks from their respective sumps on regular basis.
- (b) Switching on and off the lights in the common area.
- (c) Maintaining the garden areas in good shape, i.e. regular watering/care taking, etc.
- (d) Cleaning and mopping the common areas like staircase, basement, stilt parking area, etc., i.e.
  - (i) Sweeping on a day to day basis.
  - (ii) Mopping/washing twice a week.
- (e) Cleaning of storm water drainages.

The PROSPECTIVE PURCHASER shall be liable to pay the services and maintenance fees prior to taking possession of the said premises. It is made clear that the PROSPECTIVE PURCHASER has to necessarily get the maintenance of the premises and the building and avail of services for a period of 20 years as contained in this clause.

**NAME OF THE COMPLEX:**

- 20. The name of the complex shall be PEACE VALLEY and at all times which the PROSPECTIVE PURCHASER agrees not to

change individually or in association with the owners of the other **Bungalows/ Flats** in the complex.

**DISPUTE/ARBITRATION:**

21. In case of any dispute arising out of and under this Agreement or in respect of interpretation of this Agreement, the same shall be referred to Arbitrator as agreed by both the parties and his decision will be binding on both the parties.

**SCHEDULE I:**

Unit No:

Area of Flat / Bungalow No. \_\_\_ : \_\_\_\_\_ (square meter)

Super Built up area Flat / Bungalow: \_\_\_\_\_ square metres.

Cost of Flat / Bungalow : Rs.

Deposit towards 2% Registration Fees: Rs.

Deposit towards 5% stamp duty: Rs.

(Subject to change depending upon

Laws in force at the time of conveyance)

Legal charges: Rs. 10,000/-

20 years Maintenance charges: Rs.2,00,000/-

For making Private limited company : Rs.50,000/- if required

House tax/electricity connection/

Water connection charges will be

Paid by the PROSPECTIVE PURCHASER. As actual

Total consideration: Rs. \_\_\_\_\_

## SCHEDULE II

### **PAYMENT SCHEDULE OF FLATS**

THE PROSPECTIVE PURCHASER shall make payment to the DEVELOPERS/BUILDERS as per the Schedule given below:-

- |  |     |
|--|-----|
| 1. On signing of the Agreement for Sale.             | 40% |
| 2. within 30 days and on registration and possession | 60% |

(Maintenance charges for 20 yrs, Stamp Duty of 5% of Actual cost, Registration Charges of 2% of Actual cost, Legal Charges, before handing over of possession of the Flat / Bungalows).

## SCHEDULE III

### **SPECIFICATIONS :**

#### **STRUCTURE:**

Reinforced cement concrete structure as per approved design of competent authority. External walls in 200 / 230 mm of thick brick / laterite stone masonry and internal partition walls of 115 mm thick single brick masonry.

### **FLOOR AND WALL TILING:**

The Flooring in all the rooms shall be of ceramic tiles. (The colour, size, brand choice will depend on the availability of the tiles two months prior to tiling). (Basic Rate for ceramic tiles is Rs.210/- per m<sup>2</sup>) Ceramic tiles (size, colour and brand depending on bulk availability at the time of tiling) will be provided in the following places:-

- a. On Toilet walls upto full height.
- b. Above the Kitchen Platform upto a height of 600 mm (2').
- c. Above Wash basin (where provided outside the toilet) upto a height of 600mm (2').

### **WALL FINISH:**

The interior walls will have cream colour Acrylic washable distemper paint. External walls painted with cement paint as per Architects colour choice.

### **DOORS AND WINDOWS:**

Main entrance door will be of teak Frame with melamine polished one sided teak veneered shutter. All other door frames will be of seasoned and chemically treated hard timber. Other doors shall be of 25/30 mm thick hardcore commercial/marine/flush/block board shutters painted with white/cream colour enamel paint. All doors will be provided with MS oxidized hinges and shall have in general brass fittings viz., tower bolt, handle, stopper and latch. Main entrance door shall have Europa or equivalent night latch, doors eye and a decorative brass handle on outside.

All windows will be aluminium sliding shutters with clear glass. Bathroom ventilators will be of aluminium partially fixed/lowered type with 9" X 9" opening for fitting exhaust fan.

**KITCHEN PLATFORM AND SINK:**

Kitchen Platform will be of polished black granite with single bowl stainless steel sink of size 24" X 18".

**PLUMBING AND SANITARY INSTALLATIONS:**

Concealed internal plumbing of GI/CPVC pipes.

Water closets and wash basins will be provided in the following places:-

- a. Wash Basins in toilets-tile matching colour, size 22" X 16", make Hindware/Cera.
- b. Water closets in all toilets- European style, tile matching colour, make Hindware/Cera. Chromium plated fittings of standard premium make. One Hot and cold tap and one wall shower and one health faucet in all toilets will be provided.

Provision for storage water Geyser in all toilets (only provision and no fixation).

Provision for water purifier above kitchen platform (only provision no

fixation). Washing machine inlet and outlet provision (no fixation) in utility area.

**SOIL AND WASTE WATER LINES:**

Wiring will be concealed and suitable for three phase supply and flush mounted CPL plate switches or equivalent. The actual supply may be of single or three

phase in accordance with the rules and regulation of the Goa Electricity Department, in force at the time the complex is energized by them. Each apartment will be provided with a separate meter located in panel room and a sub main board within the Apartment for easy isolation of supply.

The distribution of points is as follows:-

**Living/Dining Room:** Five light points, two fan points, two 5amps plug point on switchboard, three 5amps plug points on separate board, TV & Telephone point.

**Bedroom:** two light points, one fan point, one 5 amps plug point on switch board, one 5amps plug point on separate board.

**Bedroom:** two light points, one fan point, one 5amps plug point on switch board, two 5amps plug point on separate board, 15amps points for AC, and also TV & Telephone extension point.

**Kitchen:** one light point, one fan point, one 5 amps plug point on separate board, one exhaust fan point & 15 amps plug point for washing machine in utility room.

**Toilet:** one light point, one exhaust fan point, one 5amps plug point & one 15 amps point for geyser.

The wiring for 5amps points will be of 1.5sq.mm rating adequate for shavers/refrigerators & washing machine. The wiring for the 15 amps points will be of 4.0sq.mm rating adequate for storage heater and Air conditioner.

Miniature circuit breakers will be provided for safety from overloads and short circuit.

Provision wiring for power inverter for one light point in living room, bedrooms, kitchen and toilets. One fan point in living and bedrooms.



**\*WATER SUPPLY:**

There shall be separate water meter for each flat.

**MISCELLANEOUS:**

Common telephone tag boards.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the \_\_\_\_\_ Day, of \_\_\_\_\_ 200 at colva salcete Goa, India.

\_\_\_\_\_  
ANKIT KUMAR (DEVELOPER)

\_\_\_\_\_  
(PURCHASER)

WITNESS:-

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

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