

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ENTERED AT _____ ON THIS ____ DAY OF _____, TWO THOUSAND AND SEVENTEEN (_____.2017)

BY and BETWEEN:

- 1) **Mr. Kasu Venkata Rajagopal Reddy**
Aged about ____ years,
Son of Kasu Vengala Reddy
Residing at No. 1, Sree Bhagavathy, Panathur Road, Yamalur,
Bangalore – 560 037
PAN: ABLPR5588C
- 2) **Ms. Kasu Anita Reddy**
Aged about ____ years,
Wife of Mr. Kasu Venkata Rajagopal Reddy
Residing at No. 1, Sree Bhagavathy, Panathur Road, Yamalur,
Bangalore – 560 037
PAN: AFWPR5162H
- 3) **Ms. Kasu Dhruthi Reddy**
Aged about ____ years,
Wife of Mr. John Abraham
Residing at No. 1, Sree Bhagavathy, Panathur Road, Yamalur.
Bangalore – 560 037
PAN: AZFPR3885E

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 4) **Mr. Kasu Jyotsna Reddy**
 Aged about ____ years,
 Daughter of Mr. Kasu Venkata Rajagopal Reddy
 Residing at No. 1, Sree Bhagavathy, Panathur Road, Yamalur. Bangalore
 – 560 037
 PAN: AXNPR1230M

(hereinafter collectively referred to as the "**Vendors**" which expression shall, wherever the context so requires or admits, mean and include, their heirs, executors, administrators and assigns)

AND:

[DEVELOPER]

_____, LLP registered under the Limited Liability Partnership Act, 2008, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators legal heirs and assign).

(The Vendor and the Developer collectively referred to as the "**First Party**" and individually Vendor and Developer as the case may be)

AND:

[If the Purchaser is a company]

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [2013/1956], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns);

[OR]

[If the Purchaser is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs,

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

executors, administrators, successors-in- interest and permitted assignees).

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

(The Vendor, Developer and the Purchaser are collectively referred to as the "Parties" and individually referred as the 'Vendor', 'Developer' or 'Purchaser' or 'Party', as the case may be)

WITNESSES AS FOLLOWS:

- I. WHEREAS the Vendors are the absolute owners each having an equal share right, title and in interest in all that piece and parcel of converted property bearing New Survey No. 177/1, Sub-division No. 1 (carved out of old cadastral Survey No. 1627, earlier bearing Panchayat House No. 138/2) situated at Assago Village, Assago Village Panchayat limits, Bardez Taluk and Sub-district, North Goa district, measuring in all about 2,825 square meters having acquired under the same under Sale Deed dated

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

03.08.2016 (registered as Document No. BRZ-BK1-03449-2016 in Book-I, stored in C.D.No. BRZD781 in the Office of the Sub-Registrar, Bardez) and hereinafter referred to as the "**Larger Property**" and the Developer is developing the residentially converted portion of the Larger Property measuring in all about 2,146 square meters, more fully described in Schedule "A" and hereinafter referred to as the "**Schedule "A" Property**";

- II. WHEREAS The Vendors, under an agreement for sale dated _____, ("**Sale Agreement**") have agreed to sell the Schedule "A" Property to the Developer or any one nominated by the Developer for valuable consideration.
- III. The Developer pursuant to the said Sale Agreement, has also secured a power of attorney from the Vendors to secure Plan sanction for the development of the Schedule "A" Property and the Vendors have agreed to the Developer to take up the development of the Schedule "A" Property for the persons agreeing to acquire the semi-detached villas in the Schedule "A" Property duly nominated by the Developer herein.
- IV. WHEREAS the Developer had formed a scheme of developing the Schedule "A" Property into a residential project under the name and style of "**KASU**" consisting of five semi-detached villas with private swimming pools and private gardens along with the Common Areas, constructed on the Schedule "A" Property ("**Project**");
- V. WHEREAS the Vendors have secured the Sanctioned Plan for the construction of the Project vide Approval No. TPB/2146/TLP/17/J83 dated 09.03.2012 issued by the Town Planner, Town and Country Planning Department, Government of Goa, Mapusa which is hereinafter referred to as '**Plan**' or '**Sanctioned Plan**' and is annexed as "**Annexure A**" herein;

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- VI. WHEREAS the First Party has appointed M/s. _____, as their architects and entered into a standard agreement with them registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- VII. WHEREAS the Developer has appointed M/s. _____, as structural engineer for the preparation of the structural design and drawings for the Project;
- VIII. WHEREAS the Appropriate Authority has granted the Commencement Certificate to develop the Project vide Approval dated _____ bearing registration No. _____ annexed as "**Annexure G**" herein;
- IX. Mr. Jagannath J. Mulgaonkar, Advocate has conducted their due diligence on the Vendors' title to the Property and has issued a Title Search Report dated 21.10.2016 thereby certifying Vendors' title to the Larger Property, copy of which is annexed and marked as **Annexure "I"**.
- X. WHEREAS the Vendors and the Developer have has registered the Project under the provisions of the Act (as defined below) with the Real Estate Regulatory Authority at _____, under Registration No. _____. The website of the Project is "_____" copy of which is annexed and marked as **Annexure "H"** ;
- XI. WHEREAS the Purchaser being desirous of owning a Private Residence in the Project has approached the Developer to join the scheme of the development of the Project to be able to construct and own a Private Residence No. _____ in the Project (shown as _____ in the Plan) having a carpet area of _____ square feet along with exclusive private garden area admeasuring _____ square feet, exclusive swimming pool and _car parking spaces, which are more fully described in Schedule B and

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

hereinafter referred to as the "**Schedule 'B' Private Residence**" with proportionate share in the Common Areas of the Project;

- XII. By virtue of the Sale Agreement the Developer herein is entitled to nominate any persons to purchase the Schedule "A" Property or any part thereof and in terms of the authority granted by the Vendors to the Developer, the Developer is entitled to take up construction on behalf of the purchaser in the Schedule "A" Property;
- XIII. WHEREAS the Vendors and the Developer are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Vendor and/or the Developer regarding the Schedule 'A' Property on which the Project is to be constructed have been completed;
- XIV. The Developer has informed the Purchaser and the Purchaser is aware of and has agreed that the Vendors and the Developer will have the option to either 1) convey the entire Schedule "A" Property to the Co-operative Housing Society and the Purchaser shall become members of the said Co-operative Housing Society and acquire issue shares in the said Co-operative Housing Society corresponding to the size of the apartment which is acquired under this Agreement or 2) the Vendors, duly confirmed by the Developer will convey share in the Schedule "A" Property to the Purchaser and other purchaser of the Private Residences in the Project i.e. the condominium scheme.
- XV. WHEREAS the First Party have made disclosures to the Purchaser in this Agreement under Clause 9;

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- XVI. WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- XVII. WHEREAS The Purchaser has scrutinized and is satisfied with the title of the Vendors to the Schedule "A" Property as being good and marketable, the Sanctioned Plans/Development Plans, designs and Specifications prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- XVIII. WHEREAS the Parties hereby confirm that they are signing this Agreement after taking legal advise and with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- XIX. WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions appearing hereinafter;
- XX. WHEREAS in accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between Parties, First Party hereby agrees to sell and the Purchaser hereby agrees to purchase the Private Residence on the terms and conditions contained herein.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions****[PURCHASER]**

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below.

- (a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (Central Act of 2016) and includes the Goa Real Estate (Regulation and Development) Rules, 2017 where the context so requires and would include all the amendments thereto from time to time;
- (b) **"Agreement"** shall mean this agreement for the construction and sale of the Schedule "B" Private Residence, including the schedules and annexes hereto, as may be amended from time to time;
- (c) **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any Governmental Authority having jurisdiction over the Schedule "A" Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter and shall include the Act wherever the context so requires;
- (d) **"Balance Payments"** shall mean any part of the Sale Consideration which has not been paid and is required to be paid under this Agreement in terms of the instalments set out in the Payment Plan(as defined below)in terms of Annexure B hereto;
- (e) **"Booking Amount"** shall mean the amounts paid by the Purchaser on the execution of this Agreement being not more than 10% of the Sale Consideration.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (f) **“Carpet Area”** shall mean the net useable floor area and the area covered by internal partition walls in the Private Residence and shall exclude area covered by external walls, services shafts, exclusive balcony appurtenant to the said Private Residence for exclusive use of the Purchaser or verandah area and exclusive open terrace appurtenant to the Private Residences for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Private Residence.
- (g) **“Commencement Certificate”** shall mean the certificate by whatever name called permitting the Developer to begin the development works for the Project in accordance with the Applicable Laws;
- (h) **“Common Areas and Facilities of the Project”** shall mean and include such common areas and common facilities as demarcated and declared in the Project and as detailed in Schedule ‘C’ hereto. The Common Areas and Common Facilities of the Project are subject to such reasonable, non-discriminatory rules and regulations as are prescribed by the Developer or association of owners/Co-operative Housing Society as the case maybe, to be followed by all the owners/occupiers of the Private Residences in the Project;
- (i) **“Completion Period”** shall mean the _____ 20XX or such extended time as provided in clause 6 below, before which the Developer would have completed the Project in terms of the Specifications for the Project and applied for and secured the Occupancy Certificate for the Project.
- (j) **“Co-operative Housing Society”** or **“Co-operative Society”** shall mean the society registered for the Project in accordance with the Goa Co-operative Societies Act 2001.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (k) **"Disclosures"** shall mean the disclosures made by the Developer to the Purchaser, pertaining to the Project and the development of the Schedule "A" Property as detailed in clause 9 below and accepted by the Purchaser to their knowledge;
- (l) **"First Party Warranties"** shall mean the representations, assurances and warranties given to the Purchaser in terms of clause 8.1 below;
- (m) **"Force Majeure"** shall mean the occurrence of one or more of the following events: -
 - i) war,
 - ii) flood,
 - iii) drought,
 - iv) fire,
 - v) cyclone
 - vi) earthquake
 - vii) any other calamity caused by nature
 - viii) civil commotion
 - ix) any notice, order, rule, notification of the Government and/or other public or competent authority/court
- (n) **"Interest"** means the rate of interest payable by the Developer or the Purchaser, as the case may be in terms of this Agreement which is to be calculated at the rate of 2% over and above the highest State Bank of India Marginal Cost Lending Rate (MCLR). Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- (o) **"Local Authority" or "Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

authority or self-regulating authority or agency, commission, board, tribunal, court, Real Estate Regulatory Authority, Real Estate Appellate Tribunal and shall include any other competent authority under the Act and having jurisdiction over the Schedule "A" Property;

- (p) **"Maintenance Agreement"** shall mean the Agreement between the Association and the service provider for maintenance of the Common Areas and Facilities of the Project;
- (q) **"Occupancy Certificate"** means the certificate by whatever name called, issued by the Local Authority confirming completion of the Project and pursuant thereto permitting occupation of the Private Residences for which such certificate is issued;
- (r) **"Other Costs Charges and Expenses"** shall mean all the amounts set out in Annexure C hereto, which amounts the Purchaser is required to pay in addition to the Sale Consideration, and Statutory Payments.
- (s) **"Owners"** shall mean any of Private Residence/s in the Project;
- (t) **"Payment Plan"** shall mean the payments of instalments payable by Purchaser as provided under Annexure B hereto, each of which individually also being Payment Plan and collectively also referred to as Payment Plan;
- (u) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

business organization and shall include any other person as defined under the Act;

- (v) **"Plan"** or **"Sanctioned Plan"** shall mean the building plan, which is approved by the Local Authority prior to start of the Project and as detailed in Recital V;
- (w) **"Private Residence"** shall mean the semi-detached villas in the Project together with exclusive balconies, exclusive private garden area and exclusive swimming pool and Car Parking Slot/s situated in the ground level.
- (x) **"Project"** shall have the meaning ascribed to the term in Recital III;
- (y) **"Project Account"** shall mean the account opened in ____ Bank, ____ Branch bearing account No. _____ and standing in the name of the Developer.
- (z) **"Purchaser Covenants"** shall mean covenants given by the Purchaser in terms of Clause 13 hereof;
- (aa) **"Purchaser's Warranties"** shall mean the warranties, assurances and representations given by the Purchaser in terms of Clause **Error! Reference source not found.** hereof;
- (bb) **"Rights and Obligations"** shall mean the obligations set out in Schedule "E" hereto and the rights set out in the Schedule "D" hereto in the use and enjoyment of the Private Residence, the Common Areas and Facilities of the Project;

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (cc) **"Sale Consideration"** shall have the meaning ascribed to the term in *Clause 3*;
- (dd) **"Sale Date"** shall mean the date of execution and registration of the Sale Deed by the Vendors and the Developer in favour of the Purchaser;
- (ee) **"Sale Deed"** shall mean the deed of sale to be executed by the First Party, for legally conveying the absolute right, title and interest in the Schedule 'B' Property in favour of the Purchaser on the terms and conditions contained therein;
- (ff) **"Schedule 'A' Property"** shall mean the land on which the Project is being developed by the First Party and ascribed to the term in Recital I and more fully described in the Schedule "A" hereto;
- (gg) **"Schedule 'B' Property"** or **"Schedule 'B' Private Residence"** shall mean the Private Residence which is to be constructed for the Purchaser, under the Scheme and more fully described in the Schedule "B" hereto;
- (hh) **"Schedule 'B' Undivided Share"** shall mean the undivided share in the Schedule "A" Property corresponding to the Schedule "B" Private Residence, to be calculated and conveyed at the time of the sale deed;
- (ii) **"Scheme"** shall mean the scheme of development of the Schedule "A" Property which shall either be Co-operative Housing Society model or condominium model to be finally decided by the Developer at its sole discretion, as set out in clause 10 hereto.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (jj) **"Specifications"** shall mean the specifications of construction of the Project as set out in Annexure D hereto or any equivalent thereto in terms of quality;
- (kk) **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the Purchaser in addition to the Sale Consideration, and Other Cost Charges and Expenses, under this Agreement;

1.2 Interpretation

Unless the context otherwise requires in this Agreement,

- (a) In this Agreement, any reference to any statute or statutory provision shall include all the current statutes either state or central, their amendment, modification, re-enactment or consolidation;
- (b) any reference to the singular shall include the plural and vice-versa;
- (c) any references to the masculine, the feminine and the neutral gender shall also include the other;
- (d) the recital, annexures and schedules annexed herein forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, annexures and schedules to it.
- (e) **Harmonious Interpretation and Ambiguities within the Agreement:**
In case of ambiguities or discrepancies within the Agreement, the

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

***DRAFT FOR DISCUSSION ONLY****Privileged and Confidential*

following shall apply:

- (i) Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- (ii) Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
- (iii) Between any value written in numerical or percentage and in words, the words shall prevail.
- (f) reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g) each of the representations and warranties provided in this Agreement are independent of other unless the contrary is expressly stated,
- (h) no Section in this Agreement limits the extent or application of another Section;
- (i) headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (j) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (k) this Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

2 AGREEMENT TO SELL

- 2.1 That in pursuance of the foregoing and in consideration of the Purchaser joining the Scheme and paying (a) the Sale Consideration, (b) Other Cost Charges and Expenses, and (c) the Statutory Payments and complying with the Purchaser Covenants and the obligations herein, the Vendors duly confirmed by the Developer, agree to sell the Schedule "B" Private Residence in terms of the Agreement.
- 2.2 The Developer shall construct the Schedule "B" Private Residence as per the Plan and in accordance with the Specifications provided herein and the terms set out in Annexure D. The Developer shall not make any change to the Schedule "B" Private Residence without the consent of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. Provided that the Developer at the request of the Purchaser may make such minor changes in the Schedule "B" Private Residence, for which the Purchaser would be required to pay additional cost as agreed.

3 SALE CONSIDERATION FOR SCHEDULE 'B' PROPERTY:**[PURCHASER]**

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 3.1 The Sale Consideration to be paid by the Purchaser shall be Rs. _____ /- (Rupees _____ only) which is exclusive of Taxes.
- 3.2 The Sale Consideration above excludes the Statutory Payments which may be levied, in connection with the construction and carrying out the Project and is payable by the Developer up to the date of handing over the possession of the Schedule 'B' Property.
- 3.3 Along with the Sale Consideration, the Purchaser agrees and undertakes to pay to the Developer, amounts with respect to Other Costs Charges and Expenses and Statutory Payments.
- 4 PAYMENT OF BOOKING AMOUNT AND BALANCE PAYMENTS OF THE SALE CONSIDERATION, THE OTHER COST CHARGES AND EXPENSES AND THE STATUTORY PAYMENTS.**
- 4.1 The Purchaser has paid a sum of Rs. _____ /- (Rupees _____ only) being the Booking Amount for the Schedule "B" Private Residence on the execution of this Agreement to the Developer.
- 4.2 The Purchaser has assured the Developer that the Purchaser shall pay the Balance Payments of the Sale Consideration, the Statutory Payments and the Other Costs, Charges and Expenses without any delay or default in terms of the instalment set out in the Payment Plan. The Payment Plan is linked to the percentage completion of each stage of construction as set out in Annexure B. In the event of any acceleration in payment of any stages of construction due to the Developer having completed the stage of construction in advance, the Purchaser shall make such additional payment which is due on the completion of that stage of construction as per the

[PURCHASER]**[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

Payment Plan. The Purchaser is fully aware and has agreed that the time of payment of the amounts in terms of Payment Plan and each instalment is the essence of the contract. The Purchaser has assured the Developer that the Balance Payments of Sale Consideration, the Other Costs, Charges and Expenses and the Statutory Payments shall be paid by the Purchaser within 15 (fifteen) days of the Developer having raised a demand for payment of such instalment.

- 4.3 Within 15 days after notice in writing is given by the Developer to the Purchaser after the receipt of the Occupancy Certificate for the Project and that the Schedule 'B' Private Residence is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Private Residence) of outgoings in respect of the Schedule 'A' Property namely Statutory Payments and Other Costs, Charges and Expenses.
- 4.4 In case there is any change/modification in the Statutory Payments, the subsequent Statutory Payments shall be increased/reduced based on such change/modifications in accordance with the Applicable Law.
- 4.5 The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the instalments set out in the Payment Plan would affect the entire Project development.
- 4.6 The First Party may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments 12% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the First Party.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 4.7 All payments toward the Balance of the Sale Consideration shall be made by cheque or demand draft or wire transfer payable in favour of the Developer and as directed by the Developer to the Project Account.
- 4.8 In cases of out station cheque or demand draft or wire transfer, the collection charges, if any, will be debited to the Purchaser/s account and credit for the payment made will be given on net credit of the amount of the instalment. In case of any dishonour of cheque a sum of Rs. _____ /- (Rupees _____ Only) would be debited to the Purchaser's account.
- 4.9 The amounts deposited in the Project Account shall be withdrawn to the extent permitted under the Act by the Developer from time to time and where ever required upon the certification in terms of the Act.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 4.10 Tax Deduction at Source ("TDS") of 1% of Sale Consideration be paid by the Purchaser as per the provision of section 194 IA of the Income Tax Act, 1961. The Purchaser shall issue a certificate of deduction of tax in Form 16B to the Developer on or before ____ of the subsequent month of deduction.
- 4.11 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the First Party, which shall only be applicable on subsequent payments.
- 4.12 The Developer shall confirm the final Carpet Area that has been allotted to the Purchaser after the construction of the Private Residence is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event any variation in the Carpet Area, Sale Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Developer and in such event only recourse shall be a prorata adjustment in the last installment payable by the Purchaser towards the Sale Consideration. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
- 4.13 If there is any reduction in the Carpet Area within the defined limit as provided in 4.11 above, then Developer shall refund the excess money paid

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY

Privileged and Confidential

by Purchaser within 45 (forty-five) days with Interest from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Carpet Area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter.

5 DELAY AND DEFAULT IN PAYMENT OF INSTALMENTS UNDER THE PAYMENT PLAN AND BREACH BY THE PURCHASER

- 5.1 In the event the Purchaser fails to make payments of any of the instalments of Balance Payments due and amounts payable to the Developer under this Agreement (including Taxes and Statutory Payments), the Purchaser shall be liable to pay Interest on the amounts due under the terms of this Agreement from the date of such default.
- 5.2 On the Purchaser committing 3 (three) defaults of payment of instalments due, the Developer shall be entitled to terminate this Agreement by providing 15 (fifteen) days prior written notice to the Purchaser in the manner provided in Clause 5.1, indicating his intention to terminate this Agreement and the reasons due to which the Developer intends to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.
- 5.3 Upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser the payments made by the Purchaser as Sale Consideration after the deducting the Interest liabilities and Taxes and

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

Statutory Payments and subject to adjustment and recovery of ____% of the Sale Consideration being the agreed liquidated damages within a period of 30 (thirty) days of the termination of this Agreement, the instalments of Sale Consideration of the Schedule 'B' Property which may till then have been paid by the Purchaser to the Developer

- 5.4 On such termination the Vendors and the Developer shall be entitled to deal with the Schedule "B" Property without any further documentations and the Vendors and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement, notwithstanding the Purchaser not having executed the cancellation agreement in terms of clause 5.2 above. All amounts paid towards Statutory Payments by the Purchaser to the Developer will not be liable to refund.
- 5.5 If the Purchaser has taken housing loan facility from any financial institution or the bank, then in that event based on the terms of such loan, the amounts that the Purchaser would be entitled to in terms of clause 5.2 above would be handed over to the financial institution or the bank, and against the receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of the Developer and hand over the original of this Agreement that may be deposited by the Purchaser against the Developer paying the amounts to the bank or any financial institution.

6 DATE OF DELIVERY OF THE PRIVATE RESIDENCE:

- 6.1 Subject to the Purchaser having complied with the obligations under this Agreement and there being no Force Majeure circumstances, the Developer shall secure the completion of the Project within the Completion Period. The Purchaser shall, within a period of 60 days of the Developer

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

furnishing the Occupancy Certificate, come forward to pay all the amounts due and payable under the Payment Plan and take possession of the Private Residence and complete the Sale Deed simultaneously with taking possession. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

- 6.2 The Completion Period shall be extended by such time as the Developer may be permitted in terms of the Act.
- 6.3 The Purchaser shall not be entitled to the possession of the Private Residence until all the payments due to the Developer under this Agreement have been made by the Purchaser.

7 RIGHT OF THE DEVELOPER TO DEVELOP THE PROJECT, THE COMMON AREAS AND FACILITIES OF THE PROJECT

- 7.1 The Developer hereby declares that the Floor Area Ratio ("FAR") available as on date in respect of the Schedule 'A' Property is 1,287.60 square meters which has been utilized by the First Party on the Schedule 'A' Property in the Project.
- 7.2 The Purchaser has agreed to purchase the Schedule 'B' Property based on the Sanctioned Plans to be carried out by the Developer by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Developer only.
- 7.3 The Purchaser agrees that the Developer shall have an unobstructed right without hindrance, to progress the construction of the Project and all the Common Areas and Facilities of the Project.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 7.4 The Purchaser agrees that the Developer will be entitled to free and uninterrupted access, at any point of time in any part of the Schedule "A" Property, for the development of the Project or for any repairs after due notice and during working hours, unless the circumstances warrant otherwise, with the view to set right any defect.
- 7.5 The Purchaser is fully aware that the Developer will be developing the Project and constructing/completing the Common Areas and Facilities of the Project from time to time. The Purchaser has assured and agreed that Purchaser shall have no objection to the Developer completing the other Private Residences within the Completion Period even if the Purchaser has taken possession of the Schedule "B" Private Residence and the Developer has secured Occupancy Certificate for the Schedule "B" Private Residence.
- 7.6 The Developer shall develop the Schedule 'A' property as an independent, self-contained Project and shall not form a part of/linked/combined with any other projects in its vicinity or otherwise except for the purpose of integration of infrastructure as required under the Applicable Law and for the benefit of the purchasers of the Project;
- 7.7 In the event the Developer having taken finance for construction and completion of the Project against the security of the Schedule 'A' Property, at the time of execution of this Agreement, Schedule "B" Property shall be released from such mortgage and it shall not affect the rights and interest of the Purchaser to the Schedule "B" Property.
- 7.8 The Purchaser is fully aware and has understood the Disclosures made by the Developer pertaining to the Project.

8 REPRESENTATIONS AND WARRANTIES

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 8.1 The Vendors and the Developer acknowledge that the Purchaser has entered into this Agreement, taking into consideration the Disclosures made by the Developer under Clause 9 below and based on the representations and warranties set out below (the "Warranties"):
- 8.1.1 The Vendors are the absolute owners of the Schedule "A" Property with exclusive possession of the Schedule "A" Property and no Person other than the Vendors has any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Schedule "A" Property;
- 8.1.2 The Vendors have clear and marketable title with respect to the Schedule 'A' Property, as declared in the title report annexed to this Agreement as Annexure 'I' and the Developer has the requisite rights to carry out development upon the Schedule 'A' Property;
- 8.1.3 The Vendors and the Developer have the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser, Vendors and Developer;
- 8.1.4 There are no encumbrances upon the Schedule 'A' Property or the Project except those disclosed in the title report;
- 8.1.5 *[To the knowledge of the Vendors, the Schedule "A" Property is not subject to any pending litigation, third party claim, demand, attachment or a process issued by any court or Authority;]*

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 8.1.6 The Vendors and or the Developer have not entered into any agreement / arrangement with any Person with respect to the Schedule "A" Property which will, in any manner, affect the rights of Purchaser under this Agreement;
- 8.1.7 To the knowledge of the Vendors and or the Developer, the Schedule "A" Property is not the subject matter of any acquisition proceeding or any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Schedule "B" Property;
- 8.1.8 There is no order of restrain by any court or order, litigations pending before any Court of law or from any Authority prohibiting or restraining the alienation of the Schedule "B" Property in the manner herein contemplated;
- 8.1.9 All approvals, licenses and permits issued by the Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further the Developer has been and shall at all times be in compliance with all Applicable Laws in relation to the Schedule "A" Property and the Project. All future approvals ,licenses and permits to be issued by the Local Authority with respect to the Schedule 'A' Property and Project shall be obtained by following the due process of law.
- 8.1.10 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority along with the Sanctioned Plans or thereafter and shall, before handing over possession of the Schedule 'B' Property to the

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

Purchaser, obtain from the concerned Local Authority Occupancy Certificates in respect of the Project.

- 8.1.11 The Vendors have duly paid the land cost and will pay and continue to pay all Statutory Payments till the issuance of the Occupancy Certificate and 2 (two) months thereafter or the execution of the Sale Deed, whichever is earlier.
- 8.1.12 In the event the Vendors fails to pay the Statutory Payments collected from the Purchaser
- 8.1.13 The Developer shall pay all liability towards the mortgage loan and interest thereon before the execution of the Sale Deed,
- 8.1.14 The Vendors agree to be liable, even after the Sale Deed, to pay such outstanding Statutory Payments which are due prior to the execution of the Sale Deed
- 8.1.15 If the Vendors and or Developer have collected any of the Statutory Payments from the Purchaser for the period post the physical possession of the Schedule B Property, the Vendors and or the Developer shall be liable to pay the amounts collected even after the transfer of the Schedule 'B' Property;
- 8.1.16 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors in respect of the Schedule "A" Property and/or the Project ;
- 8.1.17 The Vendors and the Developer agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser and at the cost of the Purchaser for more fully and

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

perfectly assuring title of the Purchaser to the Schedule "B" Property;

- 8.1.18 The Developer has obtained _____ insurance related to the development and construction of the Project and shall pay the insurance premiums until the Project is completed;
 - 8.1.19 The computation of the Sale Consideration includes the proportionate cost of the Common Areas and Facilities of the Project;
 - 8.1.20 That the Vendors and the Developer will not convey or cause to be conveyed to any purchaser of the Private Residence/s in the Project, without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendors and the Purchaser as per this Agreement;
 - 8.1.21 The Developer is not restricted in any manner whatsoever from constructing and selling the Schedule "B" Private Residence in the manner contemplated in this Agreement.
- 8.2 The Purchaser acknowledges that the Vendors and the Developer have entered into this Agreement and the Developer has agreed to sell the Schedule "B" Private Residence, based on the representations and warranties set out below (the "Purchaser Warranties"):

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

***DRAFT FOR DISCUSSION ONLY****Privileged and Confidential*

- 8.2.1 The Purchaser has the power to enter into and perform this Agreement and upon execution, this Agreement, would constitute legal, valid and binding obligations on the Purchaser;
- 8.2.2 The Purchaser confirms and acknowledges, that the Purchaser has been furnished with copies of all the title deeds relating to Schedule "A" Property and the Sanctioned Plan and the Purchaser after being satisfied with the title of the Vendors to the Schedule "A" Property and the Developer's right to develop Schedule "A" Property, has entered into this Agreement;
- 8.2.3 That the Purchaser confirms that the Purchaser has been furnished with all the details pertaining to the Disclosures made by the Developer as detailed in clause 9 below and after understanding the same, the Purchaser has entered into this Agreement.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 8.2.4 That the Purchaser confirms that in case of any change/modification in the taxes, the subsequent amount payable to the Developer shall be increased or decreased based on such change or modification and the Purchaser further agrees that such change would amount to change in the Sale Consideration, which the Purchaser shall bear;
- 8.2.5 The Purchaser authorizes the Developer to adjust all payments made by him/her under any head(s) of the instalment of the Payment Plan, due against lawful outstanding of the Purchaser against the Schedule "B" Property, if any, in the Purchaser's name and the Purchaser undertakes not to object/demand/direct the Developer to adjust the payments in any other manner.

9 DISCLOSURES:

The Purchaser acknowledges and confirms that the Developer has fully disclosed to the Purchaser and the Purchaser has reviewed all such disclosures and after having understood the implication thereof has entered into this Agreement and the Purchaser has agreed to all of the Disclosures and the Purchaser, expressly grants its consent and no objection to the Developer to undertake every action as per Disclosures.

- 9.1 The Common Areas and Facilities are to be maintained by all the Owners of the Project in common irrespective of the location of such Common Area and Facilities in the Project.
- 9.2 That, the Schedule "B" Private Residence, the Common Areas and Facilities of the Project shall be used in terms of the rules and regulations

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

formulated by the Developer and/or the association of owners/Co-Operative Housing Society, as the case may be.

9.3 *That, the Developer has availed financial facility from ____ Bank and in view thereof, the Developer have deposited the documents of title, evidences, deeds and writings in respect of the land with _____, the _____ Bank . The _____ Bank has provided its no objection to the Developer to proceed with the execution of this Agreement.*

9.4 The Developer have informed the Purchaser and the Purchaser is fully aware and has agreed that the Schedule "B" Private Residence can be used only for residential purpose and in terms of the rules and regulations formulated by the Developer and or the association of owners/Co-Operative Housing Society , as the case may be.

10 SCHEME

The Developer has informed the Purchaser, that the Developer may either opt for the condominium model for transfer or the Co-operative Housing Society model for transfer.

10.2 In case of the Developer opting for the condominium model, then the Vendors and the Developer shall convey undivided share in the Schedule "A" Property corresponding to the FAR achieved in the development of the Schedule "A" Property and corresponding to the size of each Private

[PURCHASER]
**[VENDORS]
[BY THEIR GPA HOLDER]**
[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Residence constructed on the Schedule "A" Property. Under this modality the Purchaser will be required to comply with the terms of clause 11 below

Or

- 10.2 In case the Developer opting for the Co-Operative Housing Society model , then the Vendors and the Developer shall convey the entire Schedule "A" Property along with all its common area and facilities to the Co-operative Housing Society , which would be registered under the Goa Co-Operative Societies Act, 2001 in terms of clause 17 below. Under this modality, the Purchaser will be required to comply with the terms of clause 12 and 17 below.

11 CONVEYANCE, AND DELAY IN TAKING CONVEYANCE:

- 11.1 The Purchaser undertakes that the Purchaser, shall come forward to take conveyance of the Schedule "B" Property on the Developer having informed the Purchaser that the Developer is ready to execute conveyance in terms of this Agreement and the Parties shall execute the conveyance deed within 2 (two) months of the receipt of the Occupancy Certificate. The Developer shall handover a copy of the Occupancy Certificate to the Purchaser at the time of the conveyance. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the Occupancy Certificate of the Project.
- 11.2 Consequent upon the Developer informing that the Schedule "B" Private Residence is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 2 (two) months of such intimation, make all payments under this Agreement, and shall come forward to take conveyance of the Schedule "B" Property in terms of this Agreement. In the event of the Purchaser failing to make payments and taking conveyance, it

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY

Privileged and Confidential

shall be construed as breach on the part of the Purchaser, and the consequences as provided in clause 5, shall become applicable and the Developer will be entitled to enforce any of its rights thereunder. Without prejudice to the right of termination in this Agreement, if the Developer does not terminate this Agreement, the Purchaser shall become liable to pay Statutory Payments, Other Cost Charges and Expenses, Interest liability on the outstanding instalment under the Payment Plan from the end of the Completion Period till Purchaser taking conveyance.

- 11.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession and conveyance not taken, and the Developer has not terminated this Agreement.
- 11.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 23 **Error! Reference source not found.** below.
- 11.5 The Purchaser shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including this Agreement, Sale Deed).

12 ACQUISITION OF SHARE OF THE CO-OPERATIVE SOCIETY

- 12.1 The Purchaser undertakes that the Purchaser, shall come forward to take the membership of the Co-Operative Housing Society on the Developer having informed the Purchaser that the Developer is ready to transfer the shares of the Co-operative Housing Society and the Parties shall execute the required documents for the issuance of the membership and acquisition

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

of shares in the Co-Operative Housing Society corresponding to the Schedule "B" Private Residence. The Developer shall handover a copy of the Occupancy Certificate to the Purchaser at the time of issuance of the share certificates of the Co-Operative Housing Society. The Developer on its behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the Occupancy Certificate of the Project.

12.2 Consequent upon the Developer informing that the Schedule "B" Private Residence is ready for handover after receiving the Occupancy Certificate, the Purchaser shall, within 2 (two) months of such intimation, make all payments under this Agreement, and shall come forward to become the member of the Co-Operative Housing Society and also acquire the share of the Co-Operative Housing Society. In the event of the Purchaser failing to make payments, it shall be construed as breach on the part of the Purchaser, and the consequences as provided in clause 5, shall become applicable and the Developer will be entitled to enforce any of its rights thereunder. Without prejudice to the right of termination in this Agreement, if the Developer does not terminate this Agreement, the Purchaser shall become liable to pay Statutory Payments, Other Cost Charges and Expenses, Interest liability on the outstanding instalment under the Payment Plan from the end of the due date till Purchaser makes all the payments.

12.3 The Purchaser shall also be liable to pay the power charges from the date of the connection, municipal taxes, levies, maintenance charges and any other amounts the Purchaser is required to pay under this Agreement even if the possession is not taken, and the Developer has not terminated this Agreement.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

12.4 The Purchaser shall be liable to pay the stamp duty and registration fees in terms of clause 23 **Error! Reference source not found.** below.

12.5 *That after conveying the title of the Schedule 'A' Property to the Co-Operative Housing Society, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Private Residence which is still not sold or allotted and shall be allowed to do so by the Co-Operative Housing Society without any restriction or entry of the Schedule 'A' Property.*

12.6 The Purchaser shall also bear the legal costs associated with the preparation, finalisation, completion, and execution of the documentation (including this Agreement, Sale Deed in favour of the Co-Operative Housing Society).

13 ASSURANCES, COVENANTS AND UNDERTAKINGS OF THE PURCHASER

The Purchaser assures, undertakes and covenants with the Developer as follows:

13.1 That the Purchaser shall not be entitled to claim the Schedule "B" Property until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement.

13.2 To get the Schedule "B" Private Residence, constructed by the Developer, and shall have no right to construct or to require the Schedule "B" Private Residence to be constructed through any Person other than the Developer.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 13.3 Not to object to the construction of other structures on the Project by the Developer including other Private Residences for sale to other purchasers and not to question or challenge the sale price agreed between the Developer and the purchasers of the rest of the Private Residences in the Project.
- 13.4 That the Purchaser has inspected the documents of title, relating to the Schedule "A" Property belonging to the Vendors. The Purchaser has studied the legal opinion furnished, the Sanctioned Plan, Specifications for the Project, the Scheme of development, the right of the Developer to develop the Project and the Disclosures. The Purchaser has, after taking legal advice and after being satisfied with the title and having understood the Sanctioned Plan, Specifications for the Project, the rights of the Developer and the Disclosures made by the Developer, entered into this Agreement.
- 13.5 That the Purchaser has entered into this Agreement with the full knowledge of all laws, rules, regulations, and notifications applicable to this Project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the Schedule "B" Private Residence, all the requirements, requisitions, demands and repairs which are required by any Authority in respect of the Schedule "B" Private Residence at his/her own cost.
- 13.6 That the Sale Consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer, and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers of the Private Residences in the Project for any reason whatsoever.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 13.7 The Purchaser and other owners of the Private Residences undertake to join the association of owners/Co-operative Housing Society as the case may be, formed by the Developer. That the Purchaser and the association of owners/Co-operative Housing Society as the case may be shall take over the maintenance of the Project in terms of Clause **Error! Reference source not found.** of this Agreement.
- 13.8 That after the Project is handed over to the association of owners/Co-operative Housing Society, as the case may be, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the Common Areas and Facilities as well as the fire safety equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser with the other owners shall ensure that periodical inspections of all such Common Areas and Facilities are done so as to ensure proper functioning thereof.
- 13.9 Statutory Payments for the development of the Schedule "B" Property further to this Agreement which are not levied at the moment, but after the Schedule "B" Property is handed over, shall be borne and paid by the Purchaser. Statutory Payments levied by competent authorities under the law, in respect of any services which the Developer would be rendering to the Purchaser pursuant to this Agreement, shall also be borne by the Purchaser and the Purchaser will indemnify the Developer of any instances of taxes on this Agreement, accruing in future.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 13.10 The Purchaser covenants that the Purchaser shall have the rights and be bound and liable to comply with the obligations set out in Schedule "D" and "E" under the Rights and Obligations.
- 13.11 That the Purchaser shall not have any right, at any time whatsoever, to obstruct or hinder the progress of the development of the Project on the Schedule "A" Property including the development and construction of the Project in which the Schedule "B" Private Residence is located.
- 13.12 That the Purchaser's rights under this Agreement are confined to the Schedule "B" Property and the Purchaser shall not have any right in any other part of the Project and the Schedule "A" Property.
- 13.13 The Purchaser agrees not to alter or subscribe to the alteration of the name of the Project, "_____", it being acknowledged that neither the Purchaser nor other owners of residences within the Project have any right to seek such change. The Developer will be entitled to make the change in the name.
- 13.14 On inspection during the progress of works of the Schedule "B" Private Residence, the Purchaser, if required, may discuss matters relating to the construction only with the designated Person/s of the Developer and not with any other representatives of consultants, contractors or agencies working on the Schedule "A" Property. The Purchaser shall not instruct the site staff to stop/modify/continue any works for any reasons whatsoever.
- 13.15 All interior related works by the Purchaser can be taken up only after handing over possession of the Schedule "B" Private Residence to the Purchaser by the Developer. The Developer does not owe any responsibility for any breakages damages caused by the Purchaser to any of the finishing works or to the structure already handed over to the

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Purchaser. The Developer is not answerable to any kind of thefts, pilferages, etc during the course of the interior works.

- 13.16 The Parties agree that any default by the Purchaser in complying with the payment obligations or committing default stipulated in this Agreement would constitute sufficient reason/cause for the Developer to terminate this Agreement and in which case the consequences of termination under Clause **Error! Reference source not found.** would follow immediately.
- 13.17 The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas and Facilities of the Project and not place any heavy material in the Common Areas and Facilities of the Project and where the Schedule "B" Property is located.
- 13.18 The Purchaser shall be solely responsible to keep the Schedule "B" Private Residence the walls, drains, pipes and other fittings in good and habitable condition in particular at his/her own cost, so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the association of owners/Co-operative Housing Society as the case may be.
- 13.19 The Purchaser agrees that all the above covenants and assurances of the Purchaser as set out above shall continue upto the date of execution of the Sale Deed and shall be repeated under the Sale Deed.
- 13.20 The Purchaser shall bear his share of all Taxes and Statutory Payments payable to the Local Authorities, which costs may be incurred by the Developer on a Project wide basis or a per unit basis. Where taxes cess, charges etc. are payable on a Project wide basis, these shall be prorated based on the measurement of the Schedule "B" Private Residence and

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

shall be payable by the Purchaser within a period of 15 (Fifteen) days of a demand being made by the Developer in this behalf.

- 13.21 The Purchaser hereby covenants and confirms that it shall be the sole responsibility of the Purchaser to review and visit the website as and when notified by the Local Authority, to get regular updates on the development/construction approvals of the Project.
- 13.22 The Purchaser agrees and covenants that the Vendors and or the Developer shall not be held liable for any representations/commitments/details/information provided by the real estate agent/broker/channel partner, of whatsoever nature, which are not stated in this Agreement or not provided by the Vendors and or the Developer.
- 13.23 The Purchaser agrees that neither the Vendors nor the Developer shall be responsible, accountable or liable in any manner whatsoever to any Person including the Purchaser, the association of owners/Co-operative Housing Society as the case may be, for any act, deed, matter or thing committed or omitted to be done by the maintenance service provider in due course of such maintenance, management, control and regulation of the Project.
- 13.24 The Purchaser hereby agrees pay to the Developer all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the association of owners/Co-operative Housing Society as the case may be and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance deed at the time of registration of conveyance deed of the Schedule 'A' Property in favour of the association of owners/Co-operative Housing Society as the case may be. The Purchaser shall pay to the Developer, the Purchaser's share of stamp

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

duty and registration charges payable of the Schedule 'A' Property in favour of the association of owners/Co-operative Housing Society as the case may be.

14 NATURE OF RIGHT OF USAGE

- 14.1 It is agreed that the Schedule "B" Private Residence shall be used only for the purpose of a personal residence.
- 14.2 It is agreed that the Car Parks shall be used only for parking cars and the Car Parks shall not be used for storage, disposal of old tyres, or as any accommodation for helpers, drivers etc.
- 14.3 All the Common Areas and Facilities shall be for non-exclusive use and will be based on the rules and regulations of the association of owners/Co-operative Housing Society as the case may be and as provided herein.
- 14.4 The Purchaser shall not be permitted to use the services areas which are part of the Common Areas and Facilities in any manner whatsoever, other than those earmarked as parking spaces for parking cars, and the same shall be reserved for use by the association of owners/Co-operative Housing Society as the case may be formed for rendering maintenance services.

15 ASSIGNMENT**[PURCHASER]****[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 15.1 The Purchaser hereby agrees and confirms that this Agreement is not transferable / assignable to any other third party or entity except as provided in this clause 15.2 and clause 15.3.
- 15.2 That the Purchaser shall not be entitled to transfer / assign the rights under this Agreement for a period of two years from the booking date or date of payment of 80% of the consideration under this Agreement, whichever is later.
- 15.3 Any assignment shall be, subject to clause 15.3, be done only by way of written agreement between the First Party, the Purchaser herein and the new purchaser. The new purchaser shall undertake to be bound by the terms of this Agreement including payment of the transfer fees of Rs. /-(Rupees only) per square foot. The transfer fee under this clause shall not apply in case of transfer made to and between the family members i.e., father, mother, brother, sister, son, daughter, husband and wife.

16 TAXES AND FEES

- 16.1 The Purchaser shall pay the Statutory Payments or any other charges that are necessary for securing separate assessment for the Schedule "B" Private Residence. It is clarified that the Purchaser shall pay all municipal and property taxes payable or arising in respect of the corresponding Carpet Area of the Schedule "B" Private Residence after the conveyance of the Schedule 'B' Property or 2 months after the Occupancy Certificate has been received, whichever is earlier.
- 16.2 If any Statutory Payments becoming payable in respect of the Schedule "B" Property and or the Schedule "B" Property or the Project by the Developer

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

for the period after grant of Occupancy Certificate, or if the rates of such Statutory Payments increase from the currently applicable rates after the handing over of the possession to the Purchaser of the Schedule "B" Private Residence, a proportionate amount of such Statutory Payments or the increase thereof shall be borne by the Purchaser and paid by the Purchaser within 15 (Fifteen) days of a demand for the same being made by the Developer. The Purchaser shall also reimburse to the Developer any amounts paid by it on this account. However, all such payments required to be made by the Purchaser shall be similar to the charges payable by all the other Residence Owners.

- 16.3 The Purchaser shall be liable to pay the amounts set out in clause 16.1 and such maintenance charges from the date the Schedule "B" Private Residence is ready for occupation and is notified, whether the possession is taken or not by the Purchaser.

17 CONVEYANCE IN FAVOUR OF CO-OPERATIVE SOCIETY

- 17.1 The Developer, if having opted for the Co-Operative Housing Society model, at any time but within 3 (three) months from the date on which majority of the purchasers have been allotted Private Residences in the Project shall form and register the Housing Society under the provisions of the Goa Co-Operative Societies Act 2001.
- 17.2 The use by the Purchaser of the Schedule "B" Private Residence, and the Project shall be governed *inter alia* by the rules and regulations prescribed by the Developer and later by the Co Operative Housing Society, as the case may be, from time to time. The Purchaser shall not at any time question or challenge the validity or the binding nature of such rules and regulations and shall at all times comply with the same. All the present or future owners, tenants, guests and licensees or their employees, or any

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

other Person who is lawfully entitled to use the Schedule "B" Private Residence, in any manner whatsoever, shall be subject to such rules and regulations. The mere acquisition, rental, or taking on license the Schedule "B" Private Residence or the mere act of occupancy of the Schedule "B" Private Residence, shall signify that the rules are accepted, ratified and will be complied with by the acquirer, tenant or licensee.

- 17.3 The Purchaser along with other owners of Private Residences in the Project, shall participate in forming and registering the Co-Operative Housing Society under the provisions of Goa Co-Operative Societies Act, 2001 and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Co Operative Housing Society and for becoming a member, including the byelaws of the proposed Co Cooperative and duly fill in, sign and return to the Developer within (7) seven days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Co Operative Housing Society under the Goa Co Operative Societies Act, 2001. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or any documents, as may be required by competent Local Authority.
- 17.4 The Developer shall, within (3) three months of registration of the Co-operative Housing Society of Owners, under the provisions of Goa Co-Operative Societies Act, 2001 as aforesaid, cause to be transferred to the Co-operative Housing Society all the rights, title and the interest in the Schedule 'A' Property.
- 17.5 Until the Co-operative Housing Society is formed and the Schedule 'A' Property is transferred to it, the Purchaser shall pay to the Developer such proportionate share of maintenance charges as may be determined. The

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer provisional monthly contribution of Rs. per month towards the maintenance costs. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance deed is executed for the Schedule 'A' Property in favour of the Co-Operative Housing Society. On such conveyance deed being executed for Schedule 'A' Property aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Co Operative Housing Society.

- 17.6 At the time of execution of the conveyance deed of the Schedule 'A' Property to the Co-Operative Housing Society, the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas and Facilities of the Project to the Co Operative Housing Society;
- 17.7 Pursuant to the transfer of the Schedule 'A' Property to the Co-Operative Housing Society by the Developer, the Purchaser shall be entitled to a proportionate shares in the Co-Operative Housing Society corresponding to the carpet area of the Schedule 'B' Private Residence to the total carpet area of all the Private Residences in the Project.
- 17.8 The Developer shall maintain a separate account in respect of all sums received by the Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Housing Society towards the maintenance costs, legal charges and shall utilize the amounts only for the purposes for which they have been received.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential***18 MAINTENANCE OF THE SCHEDULE B PRIVATE RESIDENCE:**

- 18.1 The Purchaser shall, after written notice of 15 days from the date of receipt of the Occupancy Certificate for the Schedule "B" Private Residence is provided by the Developer, whether possession or conveyance of the same is taken or not, shall pay proportionate share of all outgoings and maintenance costs and general expenses such as insurance, municipal taxes/expenses, and cesses, electrical and water tax and all other maintenance charges of the Common Areas and Facilities of the Project as determined by the Developer until such period the maintenance is handed over to the association of owners/Co-operative Housing Society, as the case may be.
- 18.2 The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government Authority, in regard to ownership or enjoyment of Schedule "B" Private Residence apart from the rules and regulations of the association of owners/Co-operative Housing Society, as the case may be.
- 18.3 The Developer / maintenance agency / association of owners/Co-operative Housing Society, as the case may be shall have rights of unrestricted access of all Common Areas and Facilities of the Project, basement areas for providing necessary maintenance services and the Purchaser shall permit the Developer /maintenance agency/ association of owners/Co-operative Housing Society, as the case may be to enter into the Schedule "B" Private Residence or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

[PURCHASER]**[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 18.4 The Developer or the agency appointed by the Developer will be the exclusive maintenance service provider for the maintenance to be provided to the Common Areas and Facilities of the Project until the association of owners/Co-operative Housing Society, as the case may be takes over the maintenance of the Project. The Purchaser and other owners of the Private Residences in the Project shall not make arrangements with any outside agency other than as defined in the Maintenance Agreement till the completion of one year from the date of grant of Occupancy Certificate to the Project.
- 18.5 The Developer will maintain the Common Areas and Facilities of the Project till the taking over of the maintenance of the Project by the association of owners/Co-operative Housing Society, as the case may be upon the issuance of the Occupancy Certificate of the Project.
- 18.6 The Purchaser shall, after taking possession, be solely responsible to maintain the Schedule "B" Private Residence at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Schedule "B" Private Residence, the Common Areas and Facilities or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule "B" Private Residence and keep the Schedule "B" Private Residence, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

19 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**[PURCHASER]****[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

The Purchaser is fully aware and acknowledges, understands and agrees that the logo, the mark and all Intellectual Property Rights with the Developer is the sole and exclusive property of the Developer and the Developer has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Purchaser or any other Person, is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Developer's intellectual property rights by the Purchaser in any manner, the Developer, apart from injunctive relief will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

20 DEFECT LIABILITY PERIOD:

In the event any structural defect in relation to the Project is brought to the notice of the Developer by the Purchaser within the period of five years from the date of the Occupancy Certificate having been issued, the Developer shall attend to the same within 30 days of such notice or such other time period as may be reasonably required to rectify the structural defect at its cost. In the event of the Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive /recover appropriate compensation in the manner as provided under the Act. Provided always that, if any structural defect or damage is found to have been caused due to any act of omission or commission of the Purchaser or any other purchaser/s or due to the negligence of the Purchaser or any other purchaser/s or his/her/their agents or structural defects caused or attributable to the Purchaser including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy load or using the Schedule 'B' Private

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Residence other than for its intended purpose or such other reasons attributable to the Purchaser, then the Vendor and or the Developer shall not be liable for any complained structural defect.

21 EXTENSION OF TIME DUE TO FORCE MAJEURE:

21.1 The Developer will be entitled to extension of time for completion of the Project due to any Force Majeure conditions which make it impossible for the construction or the development of the Project and as may be permitted by the Authority under the Act.

21.2 In the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this Agreement shall stand terminated with a prior notice of 30 days to the Purchaser and the Developer shall refund to the Purchaser the entire amount received by the Developer from the Purchaser within 30 days from the date of termination under this clause against the execution of the cancellation agreement.

22 TERMINATION BY PURCHASER:

22.1 In the event of (i) there being any delay in handing over the Private Residence beyond the Completion Period of the Project for reasons other than Force Majeure or (ii) due to discontinuance of the business of the Developer on account of suspension or revocation of registration of the Project in terms of the Act or for any other reasons, the Purchaser will have the discretion to:

22.1.1 continue with the Agreement, in which event the Developer shall become liable to pay to the Purchaser the Interest on the amounts

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY

Privileged and Confidential

paid under the Payment Plan till such period the default is cured by the Developer ; or

22.1.2 terminate this Agreement and on such termination the Developer shall refund within 30 days, all the amounts received till the date of the termination with Interest thereon calculated from the respective date of payment of the instalment under the Payment Plan against the Purchaser executing a cancellation agreement and handing over the original of this Agreement duly cancelled. On such termination by the Purchaser, the Developer will be entitled to deal with the Private Residence without any reference to the Purchaser and notwithstanding the Purchaser not having executed the cancellation agreement.

22.2 On the notice being issued for the cancellation of this Agreement for any reason whatsoever, set out in this Agreement, the Purchaser agrees that the Purchaser shall not have any kind of rights and or claims against the Developer or the Private Residence and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement except the refund of the amounts or such amounts as adjudicated under the Act.

23 NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and all notices to be served on the either Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

(a) In the case of notices and other communications to the Vendor:

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Address :
Attention :
Telephone :
Facsimile :
Email :

- (b) In the case of notices and other communications to the Developer:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (c) In the case of notices and other communications to the Purchasers:

Address :
Attention :
Telephone :
Facsimile :
Email :

- (d) All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered mail.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY

Privileged and Confidential

- (e) Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying.

24 MISCELLANEOUS

(a) Reservation of rights

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

(b) Provisions of this Agreement Applicable on Purchaser / Subsequent Purchaser(s)

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Schedule "B" Property and the Schedule "B" Private Residence shall equally be

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

applicable to and enforceable against and by any subsequent purchaser pursuant to the Assignment that would be permitted in terms of clause 15 above for all intents and purposes.

(c) Binding Effect

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

(d) Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

[PURCHASER]
**[VENDORS]
[BY THEIR GPA HOLDER]**
[DEVELOPER]

***DRAFT FOR DISCUSSION ONLY****Privileged and Confidential*

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

(e) **Further Assurances**

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(f) **Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding unless made in writing and duly executed by both Parties.

(g) **Wavier**

The Developer may, at its sole option and discretion, and without prejudice to any of its rights under this Agreement, waive any of

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY

Privileged and Confidential

the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of Interest for delayed payment. Any such waiver of either a breach or payment of Interest shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other purchasers. Any one of the breach being waived under this clause shall not be construed to be a waiver of the Developer's right to terminate this Agreement for any subsequent breach of the Purchaser in payment of the subsequent instalment under the Payment Plan.

(h) Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

(i) Entirety

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application for allotment, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Schedule "B" Private Residence.

(j) Stamp Duty, Registration Charges etc as Applicable for the Condominium Model

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The Developer shall have no liability in respect thereto.
 - 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date, legal expenses for the documentation of this Agreement and the Sale Deed and all other expenses for execution and registration of Sale Deed, shall be borne by the Purchaser exclusively. The Developer shall have no liability in respect thereto. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of the Indian Stamp (Goa, Daman and Diu Amendment) Act, 1968 including any actions taken or deficiencies/penalties imposed by the Authority.
- (k) **Stamp Duty, Registration Charges etc. as Applicable for the Co-Operative Housing Society Model**
- 1) The stamp duty payable on this Agreement, shall be borne by the Purchaser exclusively. The Developer shall have no liability in respect thereto.
 - 2) The stamp duty and registration fee or any demands for deficit prevailing on the Sale Date to be executed in favour of the Co-Operative Housing Society, legal expenses for the

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

documentation of this Agreement and the Sale Deed in favour of the Co-Operative Housing Society and incidental expenses for execution and registration of Sale Deed in favour of the Co-Operative Housing Society, shall be borne by the Purchaser in proportion to the size of the Schedule "B" Property. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other agreed charges the Purchaser shall become liable to pay the same with interest thereon from the date of demand by the Developer till payment, in case the Developer has not exercised its right to terminate this Agreement in terms of clause ____ below as non-payment under this clause shall be treated as breach by the Purchaser of the terms of this Agreement.

(I) Place of Execution

- 1) This Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developers office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Developer or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Goa.
- 2) The Parties shall present this Agreement as well as the Sale Deed at the proper registration office of registration within the time limit prescribed by the Registration Act 1908 and the

[PURCHASER]
**[VENDORS]
[BY THEIR GPA HOLDER]**
[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

Developer will attend such office and admit execution thereof.

(m) Dispute Resolution

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act. Any other aspect not covered by the Act pertaining to this Agreement, to be adjudicated by the competent court of law under the relevant provision of the Applicable Law.

(n) Governing law and Jurisdiction

- 3) The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.
- 4) The Parties agree that the courts in Anjuna shall have jurisdiction.
- 5) The Regulatory Authority or the Appellate authority under the Rules framed by the Government of Goa would have jurisdiction for the matters arising under this Agreement and falling under the Act.

25 PERMANENT ACCOUNT NUMBER AND AADHAR CARD NUMBER.**[PURCHASER]**

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

The Permanent Account number and Aadhar Card Number are as follows:

- (a) **Vendor** :
- (i) **PAN CARD NUMBER:**
(ii) **AADHAR CARD NUMBER:**
- (b) **Developer** :
- (i) **PAN CARD NUMBER:**
(ii) **AADHAR CARD NUMBER:**
- (c) **Purchaser** :
- (i) **PAN CARD NUMBER:**
(ii) **AADHAR CARD NUMBER**

LARGER PROPERTY

All that piece and parcel of converted property bearing New Survey No. 177/1, Sub-division No. 1 (carved out of old cadastral Survey No. 1627, earlier bearing Panchayat House No. 138/2) situated at Assago Village, Assago Village Panchayat limits, Bardez Taluk and Sub-district, North Goa district, measuring in all about 2,825 square meters within the boundaries shown in hatched green in the plan Annexure A hereto.

SCHEDULE - 'A'

Portion of the Larger Property in all measuring all about 2,146 square meters and bounded as follows:

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential***SCHEDULE 'B'**

(Description of the Private Residence to be constructed and sold by the Developer for the Purchaser)

The Private Residence bearing No. ____ in the Project (***shown as ____ in the Sanctioned Plan***) having a Carpet area of ____ square meters along with ____ car parking space/s in the basement with proportionate share in the Common Area of the Project (i.e. ____ square meters of super built up area) with the non-exclusive right to use and the Common Areas and Facilities of the Project.

The Schedule "B" Private Residence is shown in plan Annexure A hereto.

SCHEDULE – C**COMMON AREAS AND FACILITIES:-**

- Open area of the said Project.
- Common passage.
- Drainage and water line network and septic tank.
- Electric meters and water meter connected to common lights water connections, pump sets, etc.
- Light points outside the building near Gate.
- Overhead water tank and underground water tank shall be common along with the pump set.
- Right to use internal roads, drainage lines, water lines, service lines.
- Proper Compound Wall.
- Internal concrete/Paving blocks roads.
- Battery backup for common areas.
- Fire fighting systems.

[PURCHASER]

**[VENDORS]
[BY THEIR GPA HOLDER]**

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential***SCHEDULE – D****RIGHTS OF THE PURCHASER:**

- 1) The Purchaser shall be entitled to the use and occupation of Private Residence, subject to the terms and conditions contained in this Agreement and Maintenance Agreements;
- 2) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times and for all purposes, to use the Common Areas and Facilities;
- 3) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Private Residence through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in, under or passing the Schedule "A" Property or any part thereof;
- 4) The right to lay cables or wires for radio, television, telephone and such other installations through designated conduits, ducts and shafts, in any part of the Schedule 'A' Property, however, recognizing and reciprocating such rights of the other owners;
- 5) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the Block at all reasonable times after notice to enter into and upon other parts of the Block for the purpose of repairs or maintenance of the Private Residence or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses,

[PURCHASER]**[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

cables, pipes and wires causing as little disturbance as possible to the other owners and making good any damage caused;

SCHEDULE – E

OBLIGATIONS OF THE PURCHASER:

- 1) The Purchaser shall give to the other Private Residences in the Block, the necessary vertical, horizontal and lateral support and reciprocate and recognize the rights of the other owners in the Block;
- 2) The Purchaser shall comply with all the rules and regulations pertaining to electrical installations, fire safety equipment and services, pollution control and general safety equipment and services as may be provided in the Project in which the Private Residence is located and also in the Common Areas of the Project.
- 3) The Purchaser shall not at any time, carry on or suffer to be carried on in the Private Residence or any part thereof in the Project, any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the other owners of the other Private Residences or which may tend to depreciate the value of the Project or any part thereof;
- 4) Except for leasing or rental permitted under this Schedule E, the Purchaser shall use the Private Residence only for private residential purposes and shall not be put to use for any kind of commercial or semi commercial use or serviced apartment;

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

- 5) The Purchaser understands and agrees that any time after the sale and the handover of the Private Residence, if the Purchaser leases or sells it to any third party, the Purchaser has to intimate the same in advance with the details of the transferee / buyer / lessee and ensure that the entire sum of money, if any due to the association of owners/Co-operative Housing Society, as the case may be, is cleared before the said lease or transfer. Further, it shall be the obligation of the Purchaser to bind the transferee to the obligations of the Purchaser under this Agreement and the Sale Deed and the Association. Such new purchaser shall join the association of owners/Co-operative Housing Society, as the case may be.
- 6) The Purchaser will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other Private Residences and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Owners;
- 7) The Purchaser shall duly and punctually pay the proportionate share of insurance charges, cost of maintenance and management, all out-goings and annual maintenance charges and general expenses of Common Areas and Facilities.
- 8) That the Purchaser shall also become liable to pay proportionate share of municipal taxes, rates and cesses, electrical, domestic and non-domestic water charges, insurance charges, cost of maintenance, management of Common Areas and Facilities, from the date of intimation of the Schedule "C" Private Residence being ready for possession.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 9) The Purchaser shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the First Party;
- 10) The Purchaser shall carry out their interior works in the Private Residence only during 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- 11) Any new Statutory Payments by the Central and the State Government which are not levied at the moment but after the Private Residence is handed over, shall be borne and paid by the Purchaser.
- 12) The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the First Party and thereafter the association of owners/Co-operative Housing Society, as the case may be and/or maintenance agency appointed by association of owners/Co-operative Housing Society, as the case may be. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13) That if any development and/or betterment charges or other levies are charged, levied or sought to be recovered by any other Authority in respect of the Private Residence, the same shall be borne and paid by the Purchaser.
- 14) The Purchaser covenants that the Purchaser shall comply with all the rules and regulations pertaining to Common Areas and Facilities.
- 15) The Purchaser shall ensure that the association of owners/Co-operative Housing Society, as the case may be is at all times compliant with the Maintenance Agreements. That the Purchaser with the other owners of the Private Residences, through the association of owners/Co-operative Housing Society, as the case may be, shall at all times keep the annual maintenance contracts with regards to all the Common Areas and Facilities valid, and shall

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

pay the amounts of annual maintenance contract and Maintenance Agreements as and when demanded by the maintenance agency appointed. The Purchaser is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in current and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

- 16) The Purchaser agrees that the Purchaser shall pay the charges as per the Maintenance Agreement regularly without any default. In the event of any default in payment by the Purchaser, the operators will be entitled to withdraw all or any of the services rendered under the Maintenance Agreement. The Purchaser is liable to pay GST levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall contribute to the sinking fund for any Capital expenditure as provided in the Maintenance Agreements.
- 17) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Private Residence into the Common Areas and passages;
- 18) That the Purchaser shall not install any additional tanks in the Private Residences.
- 19) That the Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or obstruct any open area meant to be retained as open space or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- 20) The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Private Residence or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders and such other vehicles required to ensure maintenance, safety and statutory compliance.
- 21) The Purchaser shall neither make any additions or alterations or cause damage to any portion of the Building or the Private Residence nor change the location of the toilets, kitchens or plumbing lines, outside colour scheme, outside elevation/façade/décor of the Block. The Purchaser at no point of time enclose any of the balconies of bedroom, living room / kitchen with glass or grill or otherwise. The air-conditioner outdoor units shall be placed only at the areas designated by the First Party.

ANNEX A

**PLAN SHOWING THE SCHEDULE "A" PROPERTY AND THE LOCATION OF
THE CONSTRUCTION OF THE PROJECT**

**ANNEX B
PAYMENT PLAN**

Amount	Stage	
	Booking Amount	not exceeding 10% of the Sale Consideration
	At the time of	not exceeding 30% of

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

	execution of this Agreement	the Sale Consideration
	on completion of the Plinth of the Private Residence	not exceeding 45% of the Sale Consideration
	On completion of the slabs including podiums and stilts of the Private Residence.	not exceeding 70% of the Sale Consideration
	to be paid on completion of the walls, internal plaster, floorings doors and windows of the said Private Residence.	not exceeding 75% of the Sale Consideration
	on completion of the Sanitary fittings, staircases, lift wells, upto the floor level of the said Private Residence.	not exceeding 80% of the Sale Consideration
	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Private Residence	not exceeding 85% of the Sale Consideration
	On completion of the water pumps,	not exceeding 95% of the Sale

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

	electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement	Consideration
	On the conveyance of the undivided share (in case of the condominium model) or possession and acquisition of share in the Co-Operative Housing Society (in case of the Co-Operative Housing model)	100% of the Sale Consideration <i>on to execution of Sale Deed</i> <i>405 + Unit</i> <i>Club (Construction cost)</i>

ANNEX C
OTHER COSTS CHARGES AND EXPENSES

1. The Allottee shall on or before delivery of possession of the Private Residence keep deposited with the Promoter, the following amounts :

[PURCHASER]

[VENDORS]
 [BY THEIR GPA HOLDER]

[DEVELOPER]

ANUP S SHAH LAW FIRM

**DRAFT FOR DISCUSSION ONLY***Privileged and Confidential*

- (i) Rs. for share money, application entrance fee of the association of owners/Co-operative Housing Society, as the case may be.
 - (ii) Rs. for formation and registration of the association of owners/Co-operative Housing Society, as the case may be.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the association of owners/Co-operative Housing Society, as the case may be.
 - (iv) Rs. for deposit towards provisional monthly contribution towards outgoings and maintenance charges of the common area and the common amenities and facilities of the Project .
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges
 - (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in the Project
 - (vii) Rs. _____ for external development charges as per Specifications
 - (viii) Rs. _____ for internal development charges as per Specifications
2. The Purchaser shall pay to the Developer a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with the conveyance of the undivided share under a condominium model or in case of the co operative housing society model , formation of the Co-operative Housing

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

***DRAFT FOR DISCUSSION ONLY****Privileged and Confidential*

Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance deed for the transfer of the Schedule 'A' Property to the Co-operative Housing Society.

**ANNEX D
(Specifications)****[PURCHASER]****[VENDORS]
[BY THEIR GPA HOLDER]****[DEVELOPER]**

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

ANNEX E

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendors to the Schedule "A" Property).

ANNEX F

(Authenticated copies of Sanctioned Plans and Specifications and according to which the construction of the Private Residences and open spaces are proposed to be provided for on the Project)

ANNEX G

(Commencement Certificate)

ANNEX H

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEX I

(Title Report for Schedule 'A' Property)

[PURCHASER]

**[VENDORS]
[BY THEIR GPA HOLDER]**

[DEVELOPER]

ANUP S SHAH LAW FIRM



DRAFT FOR DISCUSSION ONLY
Privileged and Confidential

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR FIRST ABOVE-WRITTEN AT ANJUNA, GOA IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

WITNESSES:

1)

VENDORS
(BY THEIR GPA HOLDER)

2)

AUTHORIZED SIGNATORY
DEVELOPER

PURCHASER

[PURCHASER]

[VENDORS]
[BY THEIR GPA HOLDER]

[DEVELOPER]

