

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made at Panaji, Tiswadi, Goa, on this day of, 2018;

BETWEEN

M/s ASHRAY REAL ESTATE DEVELOPERS, a partnership registered under the Indian Partnership Act, having its registered office at Office No. 2, 2nd Floor, Landscape Shire, Caranzalem, Goa, holding PAN Card bearing No. AAMFA9760F and represented herein by its partners:

- a. **Mr. GIRISH RAGHA**, s/o Mr. Laxman Ragha, 48 years of age, holding PAN Card bearing No. AFAPR0792K and;
- b. **Mrs. ASHWINI RAGHA**, w/o Mr. Girish Ragha, 44 years of age, holding PAN Card bearing No. ADIPR2450E and represented herein through her attorney holder Mr. GIRISH RAGHA, duly constituted vide power of attorney dated 30th July, 2008, executed before the Notary Mrs. Meera Medhekar, under registration No. 4525 on 08-08-2008;
both Indian Nationals and residents of Kaivallya, 17/407/C3, 2nd floor, Near Models Status, Taleigao, Tiswadi, Goa, hereinafter referred to as '**DEVELOPER**' (which expression shall unless repugnant to the context and meaning shall be deemed to mean and include their heirs, heirs of the partners, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

AND

1. **Mr.**, years of age, s/o, service, married, holding PAN Card No.;
2. **Mrs.**, years of age, d/o, service, married, holding PAN Card No.;
both Indian Nationals and residents of, hereinafter referred to as the '**PURCHASERS**' (which expression shall unless repugnant to the context and meaning shall mean and include their heirs legal representatives, administrators and assigns) of the SECOND PART.

AND

1. **Mr. SUMIT SETHIA**, 44 years of age, s/o Shri. Sushil Kumar Sethia, businessman, Indian National, married, holding PAN Card No.AKLPS7117H and resident of 9, Sagar Society, Dona-Paula, Goa.
2. **Mr. SHIVSHANKAR ANANT MAYEKAR**, 51 years of age, s/o Mr. late Anant Mayekar, businessman, married, holding PAN Card bearing No. ADEPM2741D and Aadhar Card No. 5488 7619 7295 and his wife;
3. **Mrs. VANITA SHIVSHANKAR MAYEKAR**, 50 years of age, d/o late Mr. Rajaram Prabhu, service, holding PAN Card bearing No. ADCPM7598N and Aadhar Card No. 8204 1656 4705, represented herein through her attorney holder, **Mr. SHIVSHANKAR ANANT MAYEKAR**, duly constituted vide power of attorney dated 27-07-2016, executed before the Notary Adv. Kavita Karekar, under registration No. 687/2016;
both Indian Nationals and residents of H. No. 1191, Gaw Vaddi, Anjuna, Bardez, Goa.

hereinafter referred to as '**OWNERS**' (which expression shall unless repugnant to the context and meaning shall be deemed to mean and include their heirs, heirs of the partners, successors, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS:

1. There exists a property known as 'AGOR' alias 'FIRNGUEACHO AGOR' alias 'FOTIO AGOR', totally admeasuring **7,750** sq. mtrs, bearing survey no. **520/2**, situated at Anjuna, Bardez, Goa, within the limits of the Village Panchayat of Anjuna, hereinafter referred to as the '**SAID PROPERTY**' and more particularly described under Schedule I hereunder.
2. The SAID PROPERTY formed part of the larger property described under 25513 of Book 65 at folio 192 in the Office of the Land Registration Of Bardez, at Mapusa, which belonged to Antonio Gerson Macario Castelino e Brito and his wife Edviges Eugenia Magdalena

Virginia Castelino e Brito who sold the larger property to Vicente Felix Guilherme Bringel vide Public Deed dated 2nd September, 1939 transcribed at folio 6v of Book No. 381 of the Notary Guilherme Lobo of the Judicial Division of Bardez.

3. In pursuance of the aforesaid purchase the larger property came to be inscribed in favour of Vicente Felix Guilherme Bringel vide Inscription No. 29647 of Book G-34 at folio 148v in the Land Registration Office of Bardez, at Mapusa.
4. The said Vicente Felix Guilherme Bringel and his wife Dona Claudina Bebiana de Almeida e Bringel then sold a portion of the larger property constituting the SAID PROPERTY to Angelo Candido Pinto which now came to be a distinct property described under No. 38088 of Book B-97 at folio 178 in the Land Registration Office of Bardez, at Mapusa vide Public Deed dated 10th October, 1946, transcribed at pages 61v of Book No. 562 of the Notary Pinto de Menezes of the Judicial Division of Bardez.
5. On demise of the said Angelo Candido Pinto and his wife the SAID PROPERTY came to be vested on their children:, viz.:
 - a. Manuel Isac Aleluia Pinto - 1/2 share
married to Santana Imaculada
Deodecina Romana Alvares e Pinto;
 - b. Leandro Domingos Pinto - 1/2 share
married to Maria Carolina
Carmelina Pinto
6. The said Manuel Isac Aleluia Pinto and his wife Santana Imaculada Deodecina Romana Alvares e Pinto then gifted their 1/2 share in the SAID PROPERTY to their brother/brother in law Leandro Domingos Pinto and his wife Maria Carolina Carmelina Pinto vide Deed of Gift dated 6th November, 1970, registered under No. 4015 of Book No. 1, Volume 43 on 26-12-1970 in the Office of the Sub-Registrar of Bardez, at Mapusa.

7. Therefore, the SAID PROPERTY came to be vested in Leandro Domingos Pinto and his wife Maria Carolina Carmelina Pinto who then sold the SAID PROPERTY to (a) Mr. Ananta Vaman Parob alias Ananta Vamon Porobo (b) Mr. Vinayak Vaman alias Vinaica Vamon Porobo, and (c) Mr. Naguesh Vaman Parob alias Naguesh Vamon Porobo vide Deed of Sale dated 22nd June, 1971 in the Office of the Sub-Registrar of Bardez, at Mapusa under registration No. 4711 of Book No. 1, Volume 54 on 04-11-1971 in the Office of the Sub-Registrar of Bardez, at Mapusa.
8. The said Ananta Vaman Parob alias Ananta Vamon Porobo was married to Gangabai Ananta Porob and they both expired on 12-08-1993 and 02-07-1996 respectively, survived by the their universal heirs, the following, viz.;
- a. Ganesh Anant Porob alias Gonopoti Porobo alias Ganesh Prabhu married to Urmila Ganesh Porob alias Regini Pankar.
- The said Urmila Ganesh Porob expired on 12-05-2011 and is survived by her universal heirs:
- i. Varsha Ganesh Porob alias Varsha Bhagwan Dhuri married to Bhagwan Ananta Dhuri
- ii. Vrinda Ganesh Porobo alias Vrinda Pandurang Uskaikar married to Pandurang Anant Uskaikar
- iii. Daksha Ganesh Porob alias Daksha Surendra Prabhu Gaonkar married to Surendra Ramesh Prabhu Gaonkar
- b. Motiram Anant Porob married to Vaishali Motiram Porob
- The said Motiram Ananta Porob and his wife Vaishali Motiram Porob expired on 23-08-2015 and 22-11-2010 respectively and are survived by their universal heirs:
- i. Ashvek Motiram Porob married to Deepali Ashvek Porob alias Deepali Sitaram Pol
- ii. Richa Motiram Porob alias Richa Vivek Parkar married to Vivek Ganesh Parkar
- c. Anandrao Anant Porob married to Laximi Anandrao Porob alias Alka Chandrakant Tanawade
- d. Vaman Ananta Porob married to Indira Vamon Porob alias Joshna Vithoba Porob Gaunkar

- e. Ulhas Anant Porob alias Ullassa Porobo married to Manisha Ulhas Porob
- f. Nalini Ananta Porob alias Sunita Manohar Prabhu married to Manohar Appa Porob

The said Manohar Appa Porob expired on 25-01-2011 and is survived by his wife and universal heir Nalini Ananta Porob.

- g. Deepika Devendra Cumar Pancar alias Savita Ananta Porob married to Devendrakumar Gurudas Pancar alias Devendra Pancar who expired on 13-11-2015 and is survived by his wife and universal heir Savita Ananta Porob.

- 9. The said Vinayak Vaman alias Vinaica Vamon Porobo married to Mirabai Vinayak Porob expired on 23-06-1986 and 12-05-1991 respectively and were survived by their children, viz.:

- a. Raghuvir Vinayak Porob married to Nirmala Raghuvir Porob alias Maduri Sricanta Cancecar
- b. Dilip Vinayak Porob alias Deelip Vinayak Porob married to Rupali Dilip Porob alias Xilabai Deelip Porob alias Shilabai Deelip Porob

The said Dilip Vinayak Porob expired on 30-07-1997 leaving behind as his universal heirs, the following, viz.:

- i. Pandurang Dilip Porob married to Sampada Panduranga Porobo alias Sampada Sudhakar Sawant
- ii. Pradnya Dilip Porob alias Pradnya Kalpesh Deulkar married to Kalpesh Prakash Deulkar
- c. Gurudas Vinayak Porob alias Gurudassa Vinaeca Porobo married to Roshani Gurudas Porob alias Roxana Porobo
- d. Sitabai Motiram Shet Verenkar Kanyabhushan Vinayak Porob alias Coneppuchan Porobo married to Motirama Govinda Xete Verenkar.

The said Sitabai Xete Verenkar and Motirama Gajanan Xete Verenkar both expired on 18-04-1996 and 19-08-2014 respectively, leaving behind the following as their sole and universal heirs, the following, viz.:

- i. Gajanan Motiram Shet Verenkar married to Somati Puzari alias Ankita Gajanana Xete Verenkar.
- ii. Vijay Motiram Verenkar married to Sunetra Chandrakant Bandekar alias Vibha Vijay Shet Verenkar

- iii. Nutan Motirama Shet Verenkar alias Nutan Motirama Xete Verencar alias Nutan Dacu Xete Hinde alias Nutan Dacu Xete Hinde married to Dacu Gopinata Xete Hinde alias Dacu Gopinata Xete Hinde
 - iv. Seema Motirama Shet Verenkar alias Cima Motirama Xete Verencar alias Seema Ramdas Prabhu married to Ramdas Zoieu Prabhu
 - v. Kiran Motirama Shet Verenkar alias Quirana Motirama Xete Verencar alias Kiran Sanjay Paulencar married to Sanjay Rajaram Poulencar.
10. The Naguesh Vaman Parob alias Naguesh Vamon Porobo was married to Motibai Naguesh Porob who expired on 17-01-1989 and 25-09-2009 respectively and were survived by their children, viz:
- a. Anand Naguesh Porob alias Ananda Naguexa Porobo married to Pramila Anand Porob.
 - b. Pradip Nagesh Porob alias Pradip Naguexa Porobo married to Pratima Pradip Porobo alias Jaiwanti Narvencar.
 - c. Santosh Nagesh Porobo alias Santosh Naguesh Prabhu married to Sneha Santosh Prabhu alias Pratima Manguesh Dangu.
 - d. Gaurish Nagesh Prabhu married to Namita Gaurish Prabhu alias Namita Pednekar.
 - e. Vilasini Mohanlal Prabhu alias Vilasini Nagesh Porob married to Mohanlal Shivram Prabhu.
- The said Vilasini Mohanlal Prabhu expired on 17-09-2016 and was survived by her universal heirs, the following, viz.:
- i. Shishirkumar Mohanlal Prabhu married to Deepti Shishirkumar Prabhu alias Deepti Dayanand Gad
 - ii. Sunil Mohanlal Prabhu married to Priyanka Sunil Prabhu alias Priyanka Dattaram Karpe
 - f. Kanti Anand Narvekar alias Kanti Naguesh Porob married to Anand Narayan Narvekar
- The said Anand Narayan Narvekar expired on 08-04-2007 and was survived by her universal heirs, the following, viz.:
- i. Sapana Sushant Xet Parkar married to Sushant Shivdas Xet Parkar
 - ii. Sunny alias Narayan Anand Narvenkar, bachelor

g. Alka Suryakant Raikar alias Alka Naguesh Porob married to Suryakant Gokuldas Raikar.

11. Therefore, the SAID PROPERTY came to devolve upon the following heirs, viz.:

- i. Mr. Ganesh Ananta Porob Alias Gonopati Porobo Alias Ganpati Porobo Alias Ganesh Prabhu Alias Ganesh Ananta Porobo Alias Ganesh Anant Porob Alias Anant Ganesh Porob.
- ii. Mrs. Varsha Bhagwan Dhuri Married To Mr. Bhagwan Ananta Dhuri
- iii. Mrs Vrinda Pandurang Uskaikar Married To Mr. Pandurang Anant Uskaikar
- iv. Mrs. Daksha Surendra Prabhu Gaonkar Married To Mr. Surendra Ramesh Prabhu Gaonkar
- v. Mr. Ashvek Motiram Porob Married To Mrs. Deepali Ashvek Porob
- vi. Mrs. Richa Vivek Parkar Married To Mr. Vivek Ganesh Parkar
- vii. Mr. Anandrao Anant Porob Alias Anandarao Porobo Alias Anandarao Anant Prabhu Married To Mrs. Laximi Anandarao Porobo
- viii. Mr. Vaman Ananta Porob Alias Vamona Porobo Alias Waman Anant Prabhu Married To Mrs. Indira Vamon Porob
- ix. Mr. Ulhas Ananta Porob Alias Ullassa Porobo Married To Mrs. Manisha Ullassa Porob
- x. Mrs. Nalini Ananta Porob Alias Nalini Manohar Porob Alias Sunita Manohar Prabhu Alias Porob
- xi. Mrs. Deepika Devendracumar Pancar Alias Savita Devendra Cumar Pancar Alias Savita Ananta Porob
- xii. Mr. Raghuvir Vinayak Porob Alias Raguvira Vinaeca Porobo Married To Mrs. Nirmala Raghuvir Porob
- xiii. Mr. Gurudas Vinayak Porob Alias Gurudasa Vinaeca Porobo Married To Mrs. Roshani Gurudas Porob
- xiv. Mrs. Rupali Dilip Porob Alias Sheela Dilip Porobo Alias Xilabai D. Porob
- xv. Mr. Pandurang Dilip Porob Alias Panduranga Dilip Porobo Married To Mrs. Sampada Panduranga Porobo
- xvi. Mrs. Pradnya Dilip Porob Alias Pradnya Kalpesh Deulkar Married To Mr. Kalpesh Prakash Deulkar

- xvii. Mr. Gajanan Motiram Shet Verenkar Alias Gajanana Motirama Xete Vernekar Married To Mrs. Somati Puzari Alias Ankita Gajanana
- xviii. Mr. Vijay Motiram Verenkar Alias Vijay Motirama Shet Verenkar Married To Mrs. Sunetra Chandrakant Bandekar Alias Vibha Vijay Shet Verenkar
- xix. Mrs. Nutan Motirama Shet Verenkar Alias Nutan Motirama Xete Verencar Alias Nutan Dacu Xete Hinde Alias Nutan Dacu Xete Hindo Married To Mr. Dacu Gopinath Xete Hinde Alias Dacu Gopinata Xete Hindo
- xx. Mrs. Seema Motirama Shet Verenkar Alias Cima Motirama Xete Verencar Alias Seema Ramdas Prabhu Married To Mr. Ramdas Zoieu Prabhu
- xxi. Mrs. Kiran Motirama Shet Verenkar Alias Quirana Motirama Xete Verencar Alias Kiran Sanjay Paulencar Married To Mr. Sanjay Rajaram Poulencar
- xxii. Mr. Anand Naguesh Porob Alias Ananda Naguexa Porobo Married To Mrs. Pramila Anand Porob
- xxiii. Mr. Pradip Nagesh Porob Alias Pradip Naguexa Porobo Married To Mrs. Pratima Pradip Porobo
- xxiv. Xxiv. Mr. Santosh Nagesh Porobo Alias Santosh Naguesh Prabhu Married To Mrs. Sneha Santosh Prabhu
- xxv. Mr. Gaurish Nagesh Prabhu Alias Gaurish Naguesh Porob Alias Gauresh Naguexa Porobo Married To Mrs. Namita Gaurish Prabhu
- xxvi. Mr. Mohanlal Shivram Prabhu
- xxvii. Mr. Shishirkumar Mohanlal Prabhu Married To Mrs. Deepti Shishirkumar
- xxviii. Mr. Sunil Mohanlal Prabhu Married To Mrs. Priyanka Sunil Prabhu
- xxix. Mrs. Kanti Anand Narvekar
- xxx. Mrs. Sapana Sushant Xet Parkar Alias Sapana Anand Narvenkr Married To Mr. Sushant Shivdas Xet Parkar
- xxxi. Mr. Sunny Alias Narayan Anand Narvenkar
- xxxii. Mrs. Alka Suryakant Raikar Married To Mr. Suryakant Fondu Raikar Alias Suryakant Gokuldas Raikar
- xxxiii. Mr. Pranita Anand Narvenkar Alias Pranita Sunny Fernandes Married To Mr. Sunny Xavier Fernandes

which has been corroborated vide three Deeds of Succession dated 24-07-2017, transcribed in the Office of the Sub-Registrar of Valpoi, Sattari, Goa.

12. The DEVELOPER & the OWNERS are the owners in possession of the SAID PROPERTY having purchased the SAID PROPERTY from the predecessors-in-title vide Deed of Sale dated 10-07-2017, registered under No. BRZD-BK1-02939- 2017, CD Nos. BRZD788 on 12-07-2017 in the Office of the Sub-Registrar of Bardez, at Mapusa.
13. The SAID PROPERTY is vested in the parties hereto in the following shares, viz.:
 - a. DEVELOPER – 41.37%
 - b. OWNERS – 58.33%
14. The OWNERS have approached the DEVELOPER with a request to develop their **58.33%** share in the SAID PROPERTY, equivalent to **4,520.57** sq.mtrs upon 7,750 sq.mtrs of undivided share in the SAID PROPERTY and hereinafter referred to as the 'SAID SHARE' for brevity's sake.
15. The OWNERS hereby declare that they have not created any charge, encumbrance or lien on the SAID PROPERTY nor is the SAID PROPERTY subject matter of any litigation or acquisition.
16. The DEVELOPER desirous of developing the SAID PROPERTY by constructing villas in the project known as '**MAYBERRY VILLAS**' and which shall be hereinafter be referred to as the 'SAID PROJECT' entered into an Agreement of Development dated 06-10-2017 executed before the Notary Adv Linus Emmanuel under No. 2328/17 dated 07-10-2017.

17. The DEVELOPER has proposed to construct the SAID PROJECT which shall consist of the following:
- nos of Villas;
 - nos of basements;
 - nos of podiums;
 - nos of stilts;
 - nos of upper floors.
18. The OWNERS through the DEVELOPER applied for and obtained Conversion Sanad dated 15-03-2018 from the Office of the Collector bearing No. 4/210/CNV/AC-III/248.
19. The DEVELOPER in pursuance and under the said Agreement of Development dated 06-10-2017 then applied and obtained:
- Technical Clearance Order dated 14-08-2017 bearing No. TPB/495/TCP-17/2352 from the Town and Country Planning Department, Mapusa, Bardez, Goa;
 - No Objection Letter bearing No. PHCC/NOC/2017-18/1505 dated 26-09-2017 from the Primary Health Centre, Candolim.
20. The DEVELOPER having obtained the aforesaid No Objection Certificates was therefore issued Construction License for the SAID PROJECT vide Construction License bearing No. VP/ANJ-CAI/2017-2018/4182 dated 22-03-2018 from the Village Panchayat of Anjuna, to construct the SAID PROJECT known as **'MAYBERRY VILLAS'**.
21. The PURCHASERS are desirous of purchasing Villa bearing No., admeasuring **375** sq.mtrs of built-up area and sq.mts of carpet area, to be constructed on a plot of land admeasuring **300** sq.mtrs each in the project known as **'MAYBERRY VILLAS'**,

which Villas are more particularly described under Schedule II hereunder, which shall be constructed as per the sanctioned plans annexed hereto and signed by the parties and in terms of the specifications of Schedule III hereunder and hereinafter are referred to as the '**SAID VILLA**' for brevity's sake.

22. The carpet area of the SAID VILLA is sq.mtrs and 'carpet area' means the net usable floor area of a Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balconies for exclusive use of the purchasers or verandah area and exclusive open terrace area appurtenant to the SAID VILLA for exclusive use of the purchasers, but includes the area covered by the internal partition walls of the villa.
23. The DEVELOPER and the OWNERS have agreed to sell the SAID VILLA for a sum of **Rs.**/- (**Rupees** **only**), which is and constitutes the market value of the SAID VILLA.
24. The DEVELOPER shall construct the SAID VILLA in terms of the specifications stipulated under Schedule III hereunder and the PURCHASERS shall effect payment for the SAID VILLA in terms of the mode of payment stipulated under Schedule IV hereunder written.
25. The aforesaid sanctioned plan and the specifications of the SAID VILLA shall however be subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the DEVELOPER, however all such changes shall be intimated to the PURCHASERS herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents.

26. There are no impediments attached to the SAID PROPERTY nor are there any tenants or illegal encroachments on the SAID PROPERTY and the OWNERS declare that they have not mortgaged the SAID PROPERTY to any person/entity or bank.
27. The DEVELOPER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
28. The DEVELOPER has appointed a structural Engineer for the preparation of the structural design and drawings of the Villas and the DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the Villas.
29. The DEVELOPER has registered the SAID PROJECT under the provisions of the Act with the Goa Real Estate Regulatory Authority at no..... under the Real Estate (Regulation & Redevelopment) Act, 2016 and a certified copy of the same is attached hereto and the DEVELOPER is entitled and enjoined upon to construct the SAID PROJECT in accordance with the recitals hereinabove.
30. By virtue of the Agreement of Development dated 06-10-2017 the DEVELOPER has sole and exclusive rights to sell the Villas in the SAID PROJECT to be constructed by the DEVELOPER on the SAID PROJECT and to enter into Agreement/s with the purchasers/allottee(s)/s of the Villas and to receive the sale consideration in respect thereof.
31. On demand from the PURCHASERS, the DEVELOPER has given inspection to the PURCHASERS of all the

documents of title relating to the SAID PROJECT and the SAID PROPERTY, the plans and have also approved the specifications of the SAID VILLA detailed in Schedule III hereunder written, designs and specifications prepared by the DEVELOPER'S Architects 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.

32. The authenticated copies of Certificate of Title issued by the Advocate of the DEVELOPER, authenticated copies of Form I & XIV or any other relevant revenue record showing the nature of the title of the OWNERS to the project land on which the SAID PROJECT is being constructed or are to be constructed have been annexed hereto.
33. The authenticated copies of the plans of the layout as approved by the Village Panchayat of Anjuna and the various Authorities have been annexed hereto depicting the construction of the villas and open spaces are proposed to be provided for on the SAID PROJECT have been annexed hereto.
34. The authenticated copies of the plans as per the specifications of the SAID VILLA agreed to be purchased by the PURCHASERS, as sanctioned and approved by the Village Panchayat of Anjuna and the various Authorities have been annexed.
35. While sanctioning the said plans concerned, the Village Panchayat of Anjuna and the various Authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed

and performed by the DEVELOPER while developing the SAID PROPERTY and upon due observance and performance of which only the completion or occupancy certificate in respect of the SAID PROJECT shall be granted by the concerned local authority.

36. The DEVELOPER has accordingly commenced construction of the SAID PROJECT in accordance with the said proposed plans.
37. 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 willing to enter into this Agreement on the terms and conditions appearing hereinafter.
38. Under section 13 of the said Act the DEVELOPER is required to execute a written Agreement for sale of SAID VILLA with the PURCHASERS, being in fact these presents and also to register said Agreement under the Registration Act, 1908 and therefore the parties hereto have agreed to execute these presents on the following terms and conditions.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1.1 That the PURCHASERS shall purchase and the DEVELOPER and the OWNERS shall sell the SAID VILLA No....., admeasuring **375** sq.mtrs of built-up area and sq.mts of carpet area, to be constructed on a plot of land admeasuring **300** sq.mtrs each in the project known as '**MAYBERRY VILLAS**', which Villas are more particularly described under Schedule II hereunder, which shall be constructed as per the sanctioned plans annexed hereto and signed by the parties and in terms of the specifications of Schedule III hereunder

for a sum of **Rs./- (Rupees only)** including **Rs./- (Rupees only)** being the proportionate price of the common areas and facilities appurtenant to the SAID VILLA, the nature, extent and description of the common areas and facilities, which shall be constructed in terms of Schedule III hereunder and the consideration shall be paid in terms of Schedule IV hereunder, subject to changes, which may be required at the instance of the Competent Authority/ies or the Architect of the DEVELOPER, however all such changes shall be intimated to the PURCHASERS herein who shall have no objection to the same, which consent shall be deemed to have been granted by virtue of execution of these presents. PROVIDED that the DEVELOPER shall have to obtain prior consent in writing of the PURCHASERS in respect of variations or modifications which may adversely affect the SAID VILLA of the PURCHASERS except any alteration or addition required by any Government authorities or due to change in law.

- 1.2 The PURCHASERS hereby agree to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the PURCHASERS the garage bearing nos. being constructed for the consideration of **Rs./- (Rupees only)**.
- 1.3 **TOTAL CONSIDERATION:** The total aggregate consideration amount for the SAID VILLA including garage/covered parking space and common areas/amenities is thus **Rs./- (Rupees only)**.
- 1.4 The Total Consideration above excludes taxes (consisting of tax paid or payable by the DEVELOPER by way of Goods and Service Tax (GST), Infrastructure Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out of the SAID PROJECT payable by the DEVELOPER) up to the date of handing over the possession of the SAID VILLA.
- 1.5 The Total 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 PURCHASERS 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 PURCHASERS, which shall only be applicable on subsequent payments.

- 1.6 The PURCHASERS authorize the DEVELOPER to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their name as the DEVELOPER may in its sole discretion deem fit and the PURCHASERS undertake not to object/demand/direct the DEVELOPER to adjust their payments in any manner.
- 1.7 The DEVELOPER shall be at liberty to incorporate variations in the layout/elevation of the SAID PROJECT including relocating the open spaces, gardens, swimming pool and the passages and pathways to the SAID PROJECT as the exigencies of the situation or the concerned Authorities or the Architect of the DEVELOPER may require and the PURCHASERS shall have no objection to the same SUBJECT to the condition that the built-up area of the SAID VILLA is not altered. It is agreed by and between the parties hereto that in the event of a change in the built-up area of the SAID VILLA the cost of construction shall accordingly vary with the increase or decrease of the built up area of the SAID VILLA.
2. The DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASERS after the construction of the SAID PROJECT is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The Total Consideration payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by PURCHASERS within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the PURCHASERS. If there is any increase

in the carpet area allotted to PURCHASERS, the DEVELOPER shall demand additional amount from the PURCHASERS as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 of this Agreement.

3. In the event any change in or addition to the specifications in terms of Schedule III is desired by the PURCHASERS, the same may be incorporated/executed by the DEVELOPER, if permitted, at such additional costs PROVIDED HOWEVER, that such changes/additions, if any, shall be intimated before the commencement of the specified works and the additional costs are remitted in advance to the DEVELOPER.
4. The DEVELOPER shall complete and deliver possession of the SAID VILLA within a period of months from the date of execution of these presents subject however to compliance of the payment in terms of the schedule of payments detailed under Schedule IV hereunder. The DEVELOPER shall however be granted 6 months grace period for completion of the SAID VILLA.
5. **POSSESSION:** The DEVELOPER shall handover possession of the SAID VILLA to the PURCHASERS on or before..... day of20..... If the DEVELOPER fails or neglects to give possession of the SAID VILLA to the PURCHASERS on account of reasons beyond its control and of its agents by the aforesaid date then the DEVELOPER shall be liable on demand to refund to the PURCHASERS the amounts already received by it in respect of the SAID VILLA with interest at the same rate as may mentioned in the clauses herein from the date the DEVELOPER received the sum till the date the amounts and interest thereon is repaid.
 - 5.1. PROVIDED THAT the DEVELOPER shall be entitled to reasonable extension of time for giving delivery of SAID VILLA on the aforesaid date, if the completion of the SAID VILLA is delayed on account of
 - a. war, civil commotion or act of God ;

- b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - c. non-availability of construction material;
 - d. delay in the issuance of Occupancy Certificate or such other unforeseen circumstances beyond the control of the DEVELOPER and the DEVELOPER shall be entitled to such reasonable extensions of time as may be necessary to complete the construction of the SAID VILLA.
- 5.2. Procedure for taking possession - The DEVELOPER, upon obtaining the occupancy certificate from the Competent Authority and the payment made by the PURCHASERS as per the agreement shall offer in writing the possession of the SAID VILLA, to the PURCHASERS in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the DEVELOPER shall give possession of the SAID VILLA to the PURCHASERS. The DEVELOPER agrees and undertakes to indemnify the PURCHASERS in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the DEVELOPER. The PURCHASERS agree to pay the maintenance charges as determined by the DEVELOPER or Association of PURCHASERS, as the case may be. The DEVELOPER on its behalf shall offer the possession to the PURCHASERS in writing within 7 days of receiving the occupancy certificate of the SAID PROJECT.
- 5.3. The PURCHASERS shall take possession of the SAID VILLA within 15 days of the written notice from the DEVELOPER to the PURCHASERS intimating that the SAID VILLA is ready for use and occupancy.
- 5.4. Upon receiving a written intimation from the DEVELOPER as per clauses above, the PURCHASERS shall take possession of the SAID VILLA from the DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the DEVELOPER shall give possession of the SAID VILLA to the PURCHASERS. In case the PURCHASERS fail to take possession within the time provided in clauses herein such PURCHASERS shall continue to be liable to pay maintenance charges as applicable from the date of receipt of the notice including all charges towards utilities provided, taxes such as Goods and Service

Tax, infrastructure tax and such other taxes, cess and duties as may be levied hereinafter by the appropriate Authorities from time to time with respect to the SAID VILLA or the SAID PROJECT and payable by the PURCHASERS.

- 5.5. If within a period of five years from the date of handing over the SAID VILLA to the PURCHASERS, the PURCHASERS bring to the notice of the DEVELOPER any structural defect in the SAID VILLA or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the DEVELOPER, compensation for such defect in the manner as provided under the Act.
- 6.1. It is agreed by the parties hereto that time is the essence of the present agreement.
- 6.2. The DEVELOPER shall abide by the time schedule for completing the SAID PROJECT and handing over the SAID VILLA to the PURCHASERS and the common areas to the Association of the purchasers after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the PURCHASERS shall make timely payments of the instalment and other dues payable by them in terms of Schedule IV hereunder and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPER as provided in the clauses herein.
- 6.3. If the DEVELOPER fails to abide by the time schedule under Schedule IV for completing the SAID PROJECT and handing over the SAID VILLA to the PURCHASERS, the DEVELOPER agrees to pay to the PURCHASERS, who does not intend to withdraw from the SAID PROJECT, interest as specified in the Rules, on the amounts paid by the PURCHASERS, for every month of delay, till the handing over of the possession of the SAID VILLA. The PURCHASERS agrees to pay to the DEVELOPER, interest as specified in the Rules and additional interest @24%p.a as compensation, on all delayed payment/s which become due and payable by the PURCHASERS to the DEVELOPER

under the terms of this Agreement from the date the said amount is payable by the PURCHASERS to the DEVELOPER.

- 6.4. Without prejudice to the right of DEVELOPER to charge interest in terms of the clauses above, on the PURCHASERS committing default in payment on due date of any amount due and payable by the PURCHASERS to the DEVELOPER under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASERS committing three defaults of payment of instalments, the DEVELOPER shall at its own option, may terminate this Agreement.
- 6.5. PROVIDED THAT, the DEVELOPER shall give notice of fifteen days in writing to the PURCHASERS, by Registered Post AD at the address provided by the PURCHASERS and e-mail at the e-mail address provided by the PURCHASERS, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASERS fail 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.
- 6.6. PROVIDED FURTHER, that upon termination of this Agreement as aforesaid, the DEVELOPER shall refund to the PURCHASERS (subject to adjustment and recovery of Rs as agreed liquidated damages or any other amount which may be payable to DEVELOPER) within a period of thirty days of the termination, the instalments of sale consideration of the VILLA which may till then have been paid by the PURCHASERS to the DEVELOPER.
7. The PURCHASERS shall use the SAID VILLA or any part thereof or permit the same to be used only for purpose of their residence and shall use the garage or parking space only for purpose of keeping or parking vehicle.
8. The PURCHASERS agree to execute and sign all such other documents, instruments and applications as may be necessary in furtherance of the objects of these presents.

9. The PURCHASERS undertake to pay within 15 days of receipt of a notice by the DEVELOPER the proportionate share of expenses/charges for obtaining necessary utility connections and such other charges as may be due and payable to various Authorities with respect to the SAID VILLA including infrastructure tax and such other taxes and cess as may be levied by various Authorities from time to time.
10. It is agreed by the parties hereto that increase in the Floor Area Ratio (F.A.R) of the SAID PROPERTY shall only inure to the benefit of the OWNERS and the DEVELOPER in proportion to their revenue sharing ratio and the PURCHASERS shall have no claim whatsoever thereto or carry out any repairs or renovations based on such increase in F.A.R.
11. It is hereby agreed by and between the parties that the DEVELOPER shall be solely responsible/liable for handing over possession of the SAID VILLA within the time stipulated herein and also for the quality of construction of the SAID VILLA as per the specifications mentioned herein in Schedule No. IV in the SAID PROJECT known as 'MAYBERRY VILLAS', admeasuring sq.mtrs andsq.mts of carpet area, (including the incidence of staircase, lift, balconies and passages).
12. The DEVELOPER and OWNERS shall have first lien and charge on the SAID VILLA in respect of any sums due and payable in terms of Schedule VII herein.
13. The PURCHASERS shall not let, sell, transfer or assign the SAID VILLA or their interest or benefit in the present agreement or part with possession of the SAID VILLA until the Deed of Sale in terms of the clauses is executed in favour of the PURCHASERS and necessary consent in writing has been obtained from the DEVELOPER and the OWNERS prior to execution of any instrument for such transfer or sale.
14. It is agreed by the parties hereto that the open spaces and the communal areas and common amenities of the SAID PROJECT shall

be used by all the unit holders in the SAID PROJECT and upon final conveyance the ownership of such communal areas/amenities such as the gardens, swimming pool and open spaces shall then vest with the purchasers of the villas collectively.

15. On completion of construction of the SAID VILLA and obtaining of Occupancy Certificate from the Village Panchayat, the PURCHASERS shall be entitled to call upon the DEVELOPER and OWNERS herein to convey all their right, title and interest in the SAID VILLA and the undivided right in the SAID PROPERTY corresponding to the SAID VILLA, as specified in this agreement to the PURCHASERS herein and therefore to execute and admit execution of the Deed of Sale before the Sub-Registrar of Bardez, at Mapusa.
16. The DEVELOPER and the OWNERS undertake to do or cause to be done all such acts, deeds or things as the PURCHASERS may reasonably require, however, at the cost of the PURCHASERS, for more perfectly conveying the SAID VILLA including its undivided right, title and interest in the SAID PROPERTY corresponding to the SAID VILLA to the PURCHASERS.
17. The OWNERS covenant with the PURCHASERS as follows:
 - 17.1 The OWNERS have a clear and marketable title with respect to the SAID PROPERTY; as declared in the title report annexed to this agreement and have the requisite rights to carry out the SAID DEVELOPMENT and also have actual, physical and legal possession of the SAID PROPERTY for the implementation of the SAID PROJECT.
 - 17.2 that the SAID PROPERTY is free and clear from all or any encumbrance/s, charges or lien as stated in the title report;
 - 17.3 that the SAID PROPERTY is not subject matter of any civil proceedings or acquisition proceedings;
 - 17.4 they the OWNERS have not done any act whereby they are prevented from entering into the present agreement and the OWNERS shall keep and cause to keep the PURCHASERS

herein indemnified from any such loss or damage suffered as a consequence of such claim or defect in title.

17.5 The OWNERS have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASERS created herein, may prejudicially be affected;

18. The DEVELOPER further covenants with the PURCHASERS as follows:

18.1 that the DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT and shall obtain requisite approvals from time to time to complete the development of the SAID PROJECT;

18.2 all approvals, licenses and permits issued by the Competent Authorities with respect to the SAID PROJECT and the SAID PROPERTY are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PROJECT and the SAID PROPERTY shall be obtained by following due process of law and the DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PROJECT and the SAID PROPERTY and common areas;

18.3 The DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASERS created herein, may prejudicially be affected;

18.4 that the DEVELOPER shall comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by any Authority at the time of sanctioning the building plans or thereafter including the Goa RERA Authority;

18.5 that the DEVELOPER shall before handing over possession of the SAID VILLA to the PURCHASERS obtain from the Village Panchayat the Occupancy Certificate with respect to the SAID VILLA;

18.6 that the DEVELOPER has not done any act whereby it is prevented from entering into the present agreement and the

DEVELOPER shall keep and cause to keep the PURCHASERS herein indemnified from any such loss or damage suffered as a consequence of such claim or defect in title.

- 18.7 that the DEVELOPER shall ensure that there are nil encumbrances on the SAID PROPERTY or the SAID VILLA prior to execution of a Deed of Sale for the SAID VILLA including its undivided right, title and interest in the SAID PROPERTY corresponding to the SAID VILLA and if required by the PURCHASERS the DEVELOPERS shall produce necessary Certificate of Nil Encumbrance or No Lien Certificate from the concerned Authorities/entities;
- 18.8 That the fixtures and fittings to be provided in the SAID VILLA and the construction shall be in terms of the specifications under Schedule IV hereunder.
- 18.9 The DEVELOPER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the SAID PROJECT or the SAID VILLA, which will, in any manner, affect the rights of PURCHASERS under this Agreement;
- 18.10 The DEVELOPER confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the SAID VILLA to the PURCHASERS in the manner contemplated in this Agreement;
- 18.11 The DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 18.12 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 or served upon the DEVELOPER in respect of the SAID PROPERTY or the SAID PROJECT except those disclosed in the title report.

19. The PURCHASERS covenant with the OWNERS and the DEVELOPER as follows:

19.1 To maintain the SAID VILLA at the PURCHASERS' own cost in good and tenantable repair and condition from the date that of possession of the SAID VILLA is taken and shall not do or suffer to be done anything in or to the SAID VILLA which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the SAID VILLA or any part thereof without the consent of the local authorities, if required, or store any articles etc on the landings, common passages of the SAID VILLA, which may be against the law in force or against the interest of the other VILLA owners.

19.2 Not to store in the SAID VILLA any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID VILLA or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the SAID VILLA, including entrances of the SAID VILLA and in case any damage is caused to the SAID VILLA on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.

19.3 To carry out at their own cost all internal repairs to the SAID VILLA and maintain the SAID VILLA in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASERS and shall not do or suffer to be done anything in or to the SAID VILLA which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

19.4 That the PURCHASERS and all such person/s in possession of the SAID VILLA shall be governed and shall observe and comply

with the byelaws of the local Authorities or the Maintenance Society as may be laid from time to time.

- 19.5 The PURCHASERS shall utilize the swimming pool according to the regulations framed by the Maintenance Society or the DEVELOPER.
- 19.6 Not to demolish or cause to be demolished the SAID VILLA or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID VILLA or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID VILLA and shall keep the portion, sewers, drains and pipes in the SAID VILLA and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID VILLA and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the SAID VILLA without the prior written permission of the DEVELOPER and/or the Maintenance Society and/or the Local Authority.
- 19.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the SAID PROPERTY and the SAID VILLA or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 19.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID VILLA in the compound or any portion of the SAID PROJECT and the SAID VILLA.
- 19.9 Pay to the DEVELOPER within fifteen days of demand by the DEVELOPER, their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the SAID VILLA.
- 19.10 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID VILLA by the PURCHASERS for any purposes other than for purpose for which it is sold.

19.11 The PURCHASERS shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID VILLA until all the dues payable by the PURCHASERS to the DEVELOPER under this Agreement are fully paid up.

19.12 The PURCHASERS shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the villas therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the SAID VILLA and shall pay and contribute regularly and punctually the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

19.13 Till a conveyance of the SAID VILLA including its proportionate share in the SAID PROPERTY corresponding to the SAID VILLA is executed in favour of the Maintenance Society, the PURCHASERS shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the SAID VILLA or any part thereof to view and examine the state and condition thereof.

20.1 The PURCHASERS along with other purchasers of villas in the SAID PROJECT shall join in forming and registering the Maintenance Society or an entity to be known by such name as the DEVELOPER may decide 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 proposed Maintenance Society and for becoming a member, including the byelaws of the proposed Maintenance Society and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the

PURCHASERS, so as to enable the DEVELOPER to register the common organisation of PURCHASERS. No objection shall be taken by the PURCHASERS if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 20.2 Within 15 days after notice in writing is given by the DEVELOPER to the PURCHASERS that the SAID VILLA is ready for use and occupancy, the PURCHASERS shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID VILLA) of outgoings in respect of the SAID PROJECT and SAID PROPERTY namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government water charges, swimming pool, gardens, communal areas, pathways and watchman's wages, sewage, pipelines, electricity connections, etc and such other expenses as the DEVELOPERS/proposed Maintenance Society and all other expenses necessary and incidental to the management and maintenance of the SAID PROJECT and SAID PROPERTY.
- 20.3 Until the Maintenance Society is formed and the sale deed for the SAID VILLA including its proportionate undivided share in the SAID PROPERTY is transferred to the PURCHASERS, the PURCHASERS shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASERS further agrees that till the PURCHASERS' share is so determined the PURCHASERS shall pay to the DEVELOPER provisional monthly contribution of **Rs. (Rupees only)** per month towards the outgoings. The amounts so paid by the PURCHASERS to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until the registration and formation of the proposed Maintenance Society.
- 20.4 The DEVELOPER shall maintain a separate account in respect of sums received by the DEVELOPER from the purchasers as advance or deposit, **sums** received on account of the share capital for the promotion of the Maintenance Society or towards the outgoings, legal

charges and shall utilize the amounts only for the purposes for which they have been received.

20.5 The PURCHASERS shall on or before delivery of possession of the SAID VILLA keep deposited with the DEVELOPER, the following amounts :

- (i) Rs. for share money, application entrance fee of the Maintenance Society.
- (ii) Rs. for proportionate share of taxes and other charges/levies in respect of the Maintenance Society.
- (iii) Rs.for deposit towards provisional monthly contribution towards outgoings of the Maintenance Society.
- (iv) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges and common charges.
- (v) Rs for deposits of electrical receiving and Sub Station provided in the SAID PROJECT.
- (vi) Rs towards sinking fund.
- (vii) Rs towards reserve fund.

20.6 The PURCHASERS shall pay to the DEVELOPER a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the DEVELOPER in connection with formation of the said Maintenance Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Agreement and/or Deed of Sale for the SAID VILLA including its proportionate undivided share in the SAID PROPERTY corresponding to the SAID VILLA and at the time of registration of Deed of Sale for the SAID VILLA including its proportionate undivided share in the SAID PROPERTY corresponding to the SAID VILLA, the PURCHASERS shall pay to the DEVELOPER, the stamp duty and registration charges payable on such conveyance or any document or instrument of transfer.

21. Any delay or forbearance by the DEVELOPERS in enforcing the terms and conditions of these presents shall not be construed as a waiver on the part of the DEVELOPERS of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASERS.

22. The PURCHASERS shall bear all costs towards execution of these presents and/or execution of a Sale Deed and/or such documents as may be deemed expedient by the advocate of the PURCHASERS.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID VILLA or its proportionate share in the SAID PROPERTY or any part thereof. The PURCHASERS shall have no claim save and except in respect of the SAID VILLA hereby agreed to be sold to them including all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces.
24. After the DEVELOPER executes this Agreement it shall not mortgage or create a charge on the SAID VILLA and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASERS who has taken or agreed to take such SAID VILLA.
25. Forwarding this Agreement to the PURCHASERS by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the PURCHASERS until, firstly, the PURCHASERS sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in Schedule IV within 30 (thirty) days from the date of receipt by the PURCHASERS and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the DEVELOPER. If the PURCHASERS fail to execute and deliver to the DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASERS 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 PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASERS, application of the PURCHASERS shall be treated as cancelled and all sums deposited by the PURCHASERS in connection therewith

including the booking amount shall be returned to the PURCHASERS without any interest or compensation whatsoever.

26. This Agreement, along with its schedules and annexure, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID VILLA, as the case may be.
27. This Agreement may only be amended through written consent of the parties.
28. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of SAID PROJECT shall equally be applicable to and enforceable against any subsequent purchasers of the SAID VILLA, in case of a transfer, as the said obligations go along with the SAID VILLA for all intents and purposes.
29. 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 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.
30. Wherever in this Agreement it is stipulated that the PURCHASERS have to make any payment, in common with other purchaser(s) in SAID PROJECT, the same shall be in proportion to the carpet area of the SAID VILLA to the total carpet area of all the villas in the SAID PROJECT.

31. 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.
32. The execution of this Agreement shall be complete only upon its execution by the DEVELOPER at the DEVELOPER's Office in Panaji, or at some other place, which may be mutually agreed between the DEVELOPER, OWNERS and the PURCHASERS, after the Agreement is duly executed by the PURCHASERS and the DEVELOPER, OWNERS or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, hence this Agreement shall be deemed to have been executed at Mapusa, Bardez, Goa.
33. The PURCHASERS and/or DEVELOPER shall present this Agreement as well as the Deed of Sale at the proper registration office of registration within the time limit prescribed by the Registration Act and the DEVELOPER, OWNERS and the PURCHASERS will attend such office and admit execution thereof.
34. That all notices to be served on the parties as contemplated by this Agreement shall be deemed to have been duly served if sent to the parties by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

PURCHASERS:

Email:

DEVELOPER:

1. **M/s ASHRAY REAL ESTATE DEVELOPERS**

i. **Mr. GIRISH RAGHA;**

ii. **Mrs. ASHWINI RAGHA**

both residents of Kaivallya,

17/407/C3, 2nd floor,
Near Models Status,
Taleigao, Tiswadi, Goa.

Email:

OWNERS:

2. **Mr. SUMIT SETHIA**

resident of 9, Sagar Society,
Dona-Paula, Goa.

Email:

3. **Mr. SHIVSHANKAR ANANT MAYEKAR**

4. **Mrs. VANITA SHIVSHANKAR MAYEKAR**

residents of H. No. 1191,
Gaw Vaddi, Anjuna, Bardez, Goa.

Email:

It shall be the duty of the parties to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the parties, as the case may be.

35. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the dispute shall be referred to the Goa Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
36. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Goa will have the jurisdiction for this Agreement.

37. The parties hereto shall be entitled to specific performance of this Agreement.
38. Possession of the SAID VILLA has not been transferred.
39. Only part payment of the purchase consideration has been made and balance consideration is due.

SCHEDULE I
[SAID PROPERTY]

ALL THAT PROPERTY known as 'AGOR' alias 'FIRNGUEACHO AGOR' alias 'FOTIO AGOR', totally admeasuring **7,750** sq. mtrs, bearing survey no. **520/2** of the Village Panchayat of Anjuna, situated at Anjuna, Bardez, Goa, within the limits of the Village Panchayat of Anjuna, described under Description No. 38088, page 178 of Book B-97 in the Land Registration Office of Bardez, registered in the Taluka Revenue Office under Matriz No. 143 and is bounded as under:

On or towards the EAST : by property bearing survey no. 519/3, 6;
On or towards the WEST : by property bearing survey no. 519/1;
On or towards the NORTH : by property bearing survey no. 521
On or towards the SOUTH : by property bearing survey no. 519/1 & 6.

SCHEDULE II
[SAID VILLA]

ALL THAT VILLA bearing No., admeasuring sq.mtrs of built-up area, together with the incidence of pathways, common amenities and communal areas such as garden and proportionate share in the common areas and the driveway, consisting of **4** bedrooms, hall and kitchen, car park, swimming pool, which VILLA is delineated in red in the plan annexed hereto duly signed by the parties.

SCHEDULE III

[SPECIFICATIONS & AMENITIES OF THE VILLAS]

1. R.C.C framed structure in M25 Concrete with branded HYSD bars
2. External walls in 23 cm. thick Bricks/ Concrete blocks.
3. Internal walls in 10 cm. thick bricks/ Concrete blocks
4. External plaster in cement mortar in two coats, internal plaster finished with plaster of paris or gypsum plaster.
5. Waterproofing with 10 years warranty
6. Good quality flooring and walls & tiles costing Rs.100 / sft
7. Staircase steps in natural stone/wood.
8. Natural stone/wood for the window ledges.
9. Monier or equivalent roofing tiles.
10. Toilet wash basin, W.C., taps, of standard Kohler or Grohe with stainless steel fittings like towel rod, glass shelf, and shower enclosure.
11. Granite/ Marble wash basin counters.
12. Solar water heater arrangement.
13. External paint in texture with Apex Ultima or equivalent.
14. Internal paint in Royale or equivalent.
15. Main door in solid first class Burma teakwood, Internal doors in Veener finished with melamine with good quality hardware.
16. Windows in UPVC/Anodised aluminium/teakwood with good quality fittings and with mosquito screen shutters.
17. Kitchen cabinets with stainless steel sink.
18. Fire resistant cables of finolex with Le-grand or equivalent electrical switches.
19. Multiplug sockets.
20. TV and telephone points in all the rooms.
21. Intercom facility with video door phone from the main security cabin.
22. Wiring for inverter
23. MS powder coated or cast iron balcony railing.
24. Wooden deck for each Villa
25. Standard LED light fixtures inside and outside the SAID VILLA.
26. Havell's fans in all the rooms and exhaust fan in toilets
27. Landscaping

- 28. Cobble stone/ pavers for driveway.
- 29. Drip irrigation system for plants.
- 30. AC in living/dining and bedrooms
- 31. Sump tank, septic tank and soak pit for each Villa
- 32. Covered garage for each Villa

SCHEDULE IV

[SCHEDULE OF PAYMENTS]

Sr.	DETAILS	PERCENTAGE	AMOUNT
1	On booking	10%	
2	On execution of Agreement	20%	
3.	On completion of plinth	15%	
4.	On completion of slabs including podiums and stilts	25%	
5.	On completion of the walls, internal plaster, floorings doors and windows	5%	
6.	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the SAID VILLA	5%	
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the SAID VILLA	5%	
8.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements	10%	

9.	On delivery of possession of the SAID VILLA & Occupancy Certificate	5%	
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BANK DETAILS OF DEVELOPER:

Account Name :

Bank/ Branch :

Account No :

IFSC / NEFT Code :

However all payments/instalments shall be levied GST or any other taxes, cess or duties and such instalments including GST or any other taxes, cess or duties shall be paid by way of a cheque or demand draft or by RTGS/NEFT into the bank account of the DEVELOPER, the following details:

Account Name :

Bank/ Branch :

Account No :

IFSC / NEFT Code :

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year first hereinabove written.