

AGREEMENT FOR SALE

This Agreement for Sale is made at Margao-Goa on this _____th day of _____ of the year 2018 (___/___/2018);

BETWEEN

1. GOLDSHIELD REAL ESTATE PRIVATE LIMITED, a private limited company, governed by the provisions of the Companies Act, 2013, having Corporate Identity No. U70109MH2006PTC160540, allotted Permanent Account No. AACCG5728J by the Income Tax Department, having its Registered Office at Shop No. 26/A, Nootan Nagar Premises CHS Ltd., Turner Road, Opp. Railway Station, Bandra (West), Mumbai, Maharashtra 400 050 and an office, inter-alia at, H. No. 325/B4, Wd II, Curra, Camorlim 403 507 represented herein by its Director, **MR. ANIMESH BHATTACHARYA**, son of late Rabin Bhattacharya, aged 42 years, Indian national, residing at Flat No. S-5, Village Nest, Benaullim, Salcete - Goa vide Board Resolution dated 06/10/2017 (copy annexed hereto), hereinafter referred to as the **"ORIGINAL OWNER"** (which expression shall, unless repugnant to the meaning and context thereof, shall mean and include its successors, executors, administrators and assigns) of the **FIRST PART**;

AND

2. M/s VILANOVA CONSTRUCTIONS, a partnership firm formed under the provisions of the Indian Partnership Act, 1932, allotted Permanent Account No. AAOFV3973D by the Income Tax Department, having its Place of Business at Sapana Arcade, 6, First Floor, Malbhat, Margao, Goa and represented herein by both its Partners viz. **(1) MR. PAUL BARRETO alias ANTONIO PAULO AGNELO GUSTAVO BARRETO**, son of late Dr. Jaime Vilanova Barreto, aged 57 years, married, businessman, Indian National and resident of 12, Ashwin Residency, Bacbbhatt, Raia, Salcete - Goa and **(2) MR. UDAY A. SAWANT**, son of late Mr. Anant Sawant, aged 56 years, married,

Architect, Indian National and resident of "Anant", Behind Jawaharlal Nehru Stadium, Fatorda – Goa vide Deed of Partnership dated 16.11.2016 and hereinafter referred to as the **"PROMOTER"** (which expression shall, unless repugnant to the meaning and context thereof shall mean, all persons comprising the partners of the said firm and such other persons as may comprise the partners of the firm from time to time as also its successors, executors, administrators and/or assigns) of the **SECOND PART**;

AND

3. MR./MRS. _____, wife/son/daughter of _____, aged ____ years, married/unmarried, profession, Indian National and resident of _____, hereinafter referred to as the **"PURCHASER/ALLOTEE"** (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her legal heirs, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS there exists an immovable property which is described in SCHEDULE - I hereunder written and is hereinafter referred to as the **"PROJECT LAND"**.

AND WHEREAS the project land is owned by the ORIGINAL OWNER by virtue of a Deed of Sale executed on 17.3.2006, registered in the Office of the Sub-Registrar of Salcete at Margao, Goa on 23.3.2006 under Registered No. 1411 at Pages 177 to 227 in Book I, Vol. 1986.

AND WHEREAS by Agreement of Development and Sale dated 25/06/2018 duly executed and registered before Notary, Sachin Kolwalkar under Notarial Registration No. 1352/2018, the ORIGINAL OWNER has entrusted to the PROMOTER, the development of the project land by dividing the project land into plots and to further undertake sale of such plots.

AND WHEREAS the ORIGINAL OWNER declares that, to the best of its knowledge and information:

- a) There are no covenants in the Sale Deed dated 17.3.2006 referred above affecting the project land in any manner;

- b) There are no impediments attached to the project land or any part thereof;
- c) There are no building or other tenants on the project land;
- d) There are no illegal encroachments on the project land;
- e) The project land is not mortgaged nor are there any liens or charges on the project land or any part thereof;
- f) None of the permissions obtained, affect the title of the ORIGINAL OWNER to the project land in any manner.

AND WHEREAS the PROMOTER is entitled and authorised to develop the project land by sub-dividing the project land into a lay-out of plots with internal roads, water pipelines and electricity supply in accordance with the recitals of the Agreement of Development and Sale dated 25/06/2018 and the recitals herein above;

AND WHEREAS the ORIGINAL OWNER and the PROMOTER are in possession of the project land;

AND WHEREAS the PROMOTER has proposed to develop the project land comprising of a layout of 86 sub-divided plots;

AND WHEREAS the PROMOTER has appointed an Architect registered with the Council of Architects and the present Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the PROMOTER has registered the present project under the provisions of the Real Estate (Regulation and Development) Act 2016 and rules framed there under, with the Real Estate Regulatory Authority in Goa under No. and the authenticated copy whereof is annexed hereto at **ANNEXURE - A**;

AND WHEREAS the PROMOTER has appointed a Consultant Engineer for the preparation of the layout, design and drawings of sub-divided plots in the project land and the PROMOTER accepts the professional supervision of the Architect and the Consultant Engineer till the completion of the project.

AND WHEREAS by virtue of the Agreement of Development and Sale dated 25/06/2018 the PROMOTER has sole and exclusive right to sell the

sub-divided plots in the project land and to enter into Agreement/s with the Allottees/Purchasers of the plots and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the ALLOTTEE/PURCHASER, the PROMOTER has given inspection and copies to the ALLOTTEE/PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER'S Architect, Mr. Uday A. Sawant and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and rules and regulations framed there under and the ALLOTTEE/PURCHASER acknowledges the receipt of the same;

AND WHEREAS the PROMOTER has obtained permissions, licenses and approvals from the concerned competent authorities for the project as under:-

- a) Conversion Sanad issued by the Additional Collector II, South Goa, Margao, Goa, bearing No. AC-II/SG/CONV-20/2004 dated 03rd March, 2006; annexed hereto as **ANNEXURE - B**
- b) Technical Clearance Order, issued by the Town & Country Planning Department, Margao, Goa, bearing No. TPM/13014/Sub-div/112/0/18/516 and dated 29th January, 2018 annexed hereto as **ANNEXURE - C** and
- c) Provisional N.O.C. for Sub-division, issued by the Village Panchayat of Guirdolim, Salcete, Goa, bearing No. VP/Guir/Provisional-NOC/2018-2019/434 and dated 09th August, 2018 annexed hereto as **ANNEXURE - D**

AND WHEREAS the authenticated copy of Certificate of Title issued by the legal Practitioner of the ORIGINAL OWNER and the PROMOTER, or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the said Plots are to be developed have been annexed hereto as **ANNEXURE - E**;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS while granting the project permissions, licences and approvals, the concerned competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project land and upon due observance and performance of which only, the final N.O.C. shall be granted in respect of the said project land by the concerned competent authorities.

AND WHEREAS the PROMOTER has accordingly commenced the development of the project land into sub-divided plots in accordance with the said approved plans;

AND WHEREAS the PURCHASER/ALLOTTEE has approached the PROMOTER to purchase a Plot bearing No., admeasuring sq. meters in the project land developed by the PROMOTER more particularly described under **SCHEDULE – II** hereunder written and hereinafter referred to as the **"SAID PLOT"**;

AND WHEREAS the parties relying on the confirmation, 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;

AND WHEREAS, prior to the execution of these presents, the PURCHASER/ALLOTTEE has paid to the ORIGINAL OWNER and the PROMOTER a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in Section 13 of the said Act (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the Allottee has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Section 13 of the Real Estate (Regulation and Development) Act 2016 and rules and regulations framed there under, the PROMOTER is required to execute a written Agreement for Sale of the said plot with the ALLOTTEE/PURCHASER to be duly registered under the Registration Act 1908;

AND WHEREAS in accordance with the terms and conditions set out in the present Agreement and as mutually agreed upon by and between the parties, the ORIGINAL OWNER and the PROMOTER hereby agree to sell and the ALLOTTEE/PURCHASER hereby agrees to purchase the said plot;

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:-

1. The PROMOTER shall develop the Project Land into sub-divided Plots in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time wherever applicable.

Provided that the PROMOTER shall have to obtain prior consent in writing of the PURCHASER/ALLOTTEE in respect of variations or modifications which may adversely affect the said plot of the PURCHASER/ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The PURCHASER/ALLOTTEE hereby agrees to purchase from the ORIGINAL OWNER and PROMOTER and the ORIGINAL OWNER and PROMOTER hereby agree to sell to the PURCHASER/ALLOTTEE, the said Plot No. _____, admeasuring sq. meters for the consideration of Rs./- computed at the rate of Rs./- per sq. mtr., which has been and/or shall be paid in the manner stipulated in **ANNEXURE "F"** hereto and hereinafter referred to as the **"Payment Plan"** and which includes the proportionate incidence of common areas and facilities appurtenant to the said plot, the nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE III** annexed herewith.

- 1(b). The Total Price above excludes Taxes (consisting of tax paid or payable by the ORIGINAL OWNER and/or PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the carrying out of the project and payable by the ORIGINAL OWNER and/or PROMOTER) up to the date of handing over the possession of the said plot.

- 1(c). The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER 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 PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.
- 1(d). The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER/ALLOTTEE by the PROMOTER .
- 1(e). The ORIGINAL OWNER and the PROMOTER shall confirm the final area of the Said Plot after the completion of the said Project and the said Plot is complete and after the final N.O.C. is granted by the competent authority, by furnishing details of the changes, if any, in the area, subject to a variation cap of four percent . The total price payable for the said Plot shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the area within the defined limit then the ORIGINAL OWNER and the PROMOTER shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) Rules (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/ALLOTTEE. If there is any increase in the area of the said plot allotted to the PURCHASER/ALLOTTEE, the ORIGINAL OWNER and/or PROMOTER shall demand additional

amount from the PURCHASER/ALLOTTEE 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(a) of this Agreement.

- 1(f). The PURCHASER/ALLOTTEE authorizes the ORIGINAL OWNER and the PROMOTER to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the ORIGINAL OWNER and the PROMOTER may in their sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the ORIGINAL OWNER and/or the PROMOTER to adjust his/her/its payments in any manner.

- 2.1. The ORIGINAL OWNER and the PROMOTER hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Plot to the ALLOTTEE/PURCHASER, obtain from the concerned competent authority the Completion Certificate in respect of the Said Project.

- 2.2. Time is essence for the ORIGINAL OWNER and PROMOTER as well as the PURCHASER/ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the Said Project and handing over the Said Plot to the ALLOTTEE/PURCHASER and the common areas to such legal entity such as Association of Allottees, Cooperative Society or Association or a Limited Company as the ORIGINAL OWNER and the PROMOTER may, in their sole discretion decide, that shall be formed of all purchasers of plots in the Said Project (hereinafter referred to as the **"Said Entity"**), after receiving the Completion Certificate from the competent authority, subject to all the allottees/purchasers of plots in the Said Project have paid all the consideration and other sums due and payable to the ORIGINAL OWNER and the PROMOTER as per the present agreement and similar agreement with other proposed allottees/purchasers of plots in the Said Project. Similarly, the ALLOTTEE/PURCHASER shall make timely

payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement.

- 3.1 If the ORIGINAL OWNER and/or the PROMOTER fails to abide by the time schedule for completing the project and handing over the said plot to the PURCHASER/ALLOTTEE, the ORIGINAL OWNER and the PROMOTER, agree to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified under Rule 18 of the Act, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession.

The PURCHASER/ALLOTTEE agrees to pay to the ORIGINAL OWNER and the PROMOTER, interest as specified under Rule 18 of the Act, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the ORIGINAL OWNER and the PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE(s) to the ORIGINAL OWNER and the PROMOTER .

- 3.2. Without prejudice to the right of the ORIGINAL OWNER and the PROMOTER to charge interest in terms of sub clause 3.1 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the ORIGINAL OWNER and the PROMOTER under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of instalments, the ORIGINAL OWNER and/or the PROMOTER shall at his own option, may terminate this Agreement: Provided that, the PROMOTER shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, 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

PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, the ORIGINAL OWNER and the PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the ORIGINAL OWNER and the PROMOTER shall refund to the PURCHASER/ALLOTTEE subject to deduction of 10% of the sums paid till such termination as and by way of liquidated damages within a period of sixty days of the termination, the instalments of sale consideration of the said plot which may till then have been paid by the PURCHASER/ALLOTTEE to the ORIGINAL OWNER and the PROMOTER and the ORIGINAL OWNER and the PROMOTER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

4. The ORIGINAL OWNER and the PROMOTER shall give possession of the said plot to the PURCHASER/ALLOTTEE on or before..... day of20..... If the ORIGINAL OWNER and/or PROMOTER fails or neglects to give possession of the said plot to the PURCHASER/ALLOTTEE on account of reasons beyond his/their control and of their agents by the aforesaid date then the ORIGINAL OWNER and the PROMOTER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by them in respect of the said plot with interest at the same rate as mentioned in clause 3.1 herein above from the date the ORIGINAL OWNER and the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the ORIGINAL OWNER and the PROMOTER shall be entitled to reasonable extension of time for giving delivery of said plot on the aforesaid date, if it is delayed on account of

- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

5.1. Procedure for taking possession:—

The ORIGINAL OWNER and the PROMOTER, upon obtaining Completion Certificate from the competent authority and the

payment made by the PURCHASER/ALLOTTEE as per the agreement shall offer in writing the possession of the said plot to the PURCHASER/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the ORIGINAL OWNER and the PROMOTER shall give possession of the said plot to the PURCHASER/ALLOTTEE. The ORIGINAL OWNER and the PROMOTER agree and undertake to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the ORIGINAL OWNER and the PROMOTER. The PURCHASER/ALLOTTEE agrees to pay the Maintenance charges as determined by the ORIGINAL OWNER and the PROMOTER or Association of Allottees as the case may be. The ORIGINAL OWNER and PROMOTER on their behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the Completion Certificate from the competent authority for the Project.

- 5.2. The PURCHASER/ALLOTTEE shall take possession of the SAID PLOT within 15 days of the written notice from the ORIGINAL OWNER and the PROMOTER to the PURCHASER/ALLOTTEE intimating that the SAID PLOT is ready for taking possession thereof.
- 5.3. Failure of PURCHASER/ALLOTTEE to take Possession of SAID PLOT upon receiving a written intimation from the ORIGINAL OWNER and the PROMOTER as per clause 5.1, the PURCHASER/ALLOTTEE shall take possession of the SAID PLOT from the ORIGINAL OWNER and the PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the ORIGINAL OWNER and the PROMOTER shall give possession of the SAID PLOT to the PURCHASER/ALLOTTEE.

In case the PURCHASER/ALLOTTEE fails to take possession within the time provided in clause 5.2, such PURCHASER/ALLOTTEE shall continue to be liable to pay charges as applicable including all Government rates, taxes, charges, interest on delay and all

other outgoing and expenses of and incidental to the management and maintenance of the said project.

- 5.4. If within a period of five years from the date of handing over the SAID PLOT to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the ORIGINAL OWNER and/or the PROMOTER any defect in the SAID PLOT or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the ORIGINAL OWNER and/or the PROMOTER at its/their own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the ORIGINAL OWNER and/or the PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/ALLOTTEE carries out any work within the SAID PLOT after taking possession, resulting in any defect then in such an event the ORIGINAL OWNER and/or the PROMOTER shall not be liable to rectify or pay compensation but the ORIGINAL OWNER and/or the PROMOTER may offer services to rectify such defects with nominal charges.

6. The PURCHASER/ALLOTTEE shall use the SAID PLOT or any part thereof or permit the same to be used only for such purpose as permitted by the Competent Authorities.

7. The PURCHASER/ALLOTTEE along with other PURCHASER/ALLOTTEE(s) of other plots shall join in forming and registering the Maintenance Society or Association to be known by such name as the ORIGINAL OWNER and the PROMOTER 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 Maintenance Society or Association and for becoming a member, including the byelaws of the proposed Maintenance Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the PURCHASER/ALLOTTEE, so as to enable the PROMOTER to register the common organisation of all the PURCHASER/ALLOTTEE.

No objection shall be taken by the PURCHASER/ALLOTTEE, if any changes or modifications are made in the draft bye-laws and/or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

- 8.1. Within 15 days after notice in writing is given by the PROMOTER to the PURCHASER/ALLOTTEE that the SAID PLOT is ready for use and occupancy, the PURCHASER/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the SAID PLOT) of outgoings in respect of the project land namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of Securities, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land. Until the Maintenance Society or Association of PURCHASER/ALLOTTEES is formed, the PURCHASER/ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The PURCHASER/ALLOTTEE further agrees that till the PURCHASER/ALLOTTEE's share is so determined the PURCHASER/ALLOTTEE shall pay to the PROMOTER provisional yearly contribution of Rs. 5,000/- per month/annum towards the outgoings. The PURCHASER/ALLOTTEE undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.
9. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the SAID PLOT keep deposited with the ORIGINAL OWNER and the PROMOTER, the following amounts:-

- i. Rs. 550/- for share money, application entrance fee of the maintenance Society.
 - ii. Rs. 5,000/- for formation and registration of the Maintenance Society.
 - iii. Rs. 2000/- for proportionate share of taxes and other charges/levies in respect of the Maintenance Society.
 - iv. Rs. 5,000/- for deposit towards provisional monthly contribution towards outgoings of Society.
 - v. Rs. NIL For Deposit towards Water, Electric, and other utility and services connection charges.
 - vi. Rs. 15,000/- as legal charges.
 - vii. Rs. NIL as infrastructure Tax.
10. At the time of registration of conveyance the PURCHASER/ALLOTTEE shall pay to the PROMOTER, the PURCHASER'S/ALLOTTEE'S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of said plot and the project.
11. REPRESENTATIONS AND WARRANTIES OF THE ORIGINAL OWNER and the PROMOTER
- The ORIGINAL OWNER and the PROMOTER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:-
- i. The ORIGINAL OWNER and the PROMOTER has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The ORIGINAL OWNER and the PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project .
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and SAID PLOT 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 Project, Project land and SAID PLOT shall be obtained by following due process of law and the ORIGINAL OWNER and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Said plot and common areas;
- vi. The ORIGINAL OWNER and the PROMOTER 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 PURCHASER/ALLOTTEE created herein, may prejudicially be affected;
- vii. The ORIGINAL OWNER and the PROMOTER 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 project land, including the Project and the said plot which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;
- viii. The ORIGINAL OWNER and the PROMOTER confirms that the ORIGINAL OWNER and the PROMOTER is not restricted in any manner whatsoever from selling the SAID PLOT to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

- ix. On execution of the Sale Deed of the SAID PLOT, the ORIGINAL OWNER and the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Said plot to the PURCHASER/ALLOTTEEs;
 - x. The ORIGINAL OWNER and the PROMOTER 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;
 - xi. 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 ORIGINAL OWNER and the PROMOTER in respect of the project land and/or the Project.
12. The PURCHASER/ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Plots may come, hereby covenants with the ORIGINAL OWNER and the PROMOTER as follows:-
- (i) To maintain the SAID PLOT at the PURCHASER/ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the SAID PLOT is taken and shall not do or suffer to be done anything which may be against the rules, regulations or byelaws or change/alter or make addition in or to the SAID PLOT itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the SAID PLOT any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.

- (iii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID PLOT in the compound or any portion of the project land and in which the Said plot is situated.
- (iv) Pay to the ORIGINAL OWNER and the PROMOTER within fifteen days of demand by the ORIGINAL OWNER and the PROMOTER, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the Project in which the SAID PLOT is situated.
- (v) 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 PLOT by the PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.
- (vi) The PURCHASER/ALLOTTEE 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 PLOT until all the dues payable by the PURCHASER/ALLOTTEE to the ORIGINAL OWNER and the PROMOTER under this Agreement are fully paid up.
- (vii). The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 said project, said plots and the common areas 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 PURCHASER/ALLOTTEE shall also observe and perform all

the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the SAID PLOT in the project land and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

13. The ORIGINAL OWNER and the PROMOTER shall maintain a separate account in respect of sums received by the ORIGINAL OWNER and the PROMOTER from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot or any part thereof. The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the said plot hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the ORIGINAL OWNER and the PROMOTER until sold/allotted.
15. THE ORIGINAL OWNER and the PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the ORIGINAL OWNER and the PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID PLOT 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 PURCHASER/ALLOTTEE who has taken or agreed to take Said plot
16. BINDING EFFECT
Forwarding this Agreement to the PURCHASER/ALLOTTEE by the ORIGINAL OWNER and the PROMOTER does not create a binding obligation on the part of the ORIGINAL OWNER and the PROMOTER or the PURCHASER/ALLOTTEE until, firstly, the

PURCHASER/ALLOTTEE 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/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the ORIGINAL OWNER and the PROMOTER. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the ORIGINAL OWNER and the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the ORIGINAL OWNER and the PROMOTER, then the ORIGINAL OWNER and the PROMOTER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes 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 plot, as the case may be.

18. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES

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 the Project shall equally be applicable to and enforceable against any subsequent PURCHASER/ALLOTTEEs of the SAID PLOT, in case of a transfer, as the said obligations go along with the Said plot for all intents and purposes.

20. 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 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.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other PURCHASER/ALLOTTEE(s) in Project, the same shall be in proportion to the area of the Said plot to the total area of the Plots in the Project.

22. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the ORIGINAL OWNER and the PROMOTER through its authorized signatory at the ORIGINAL OWNER and the PROMOTER's Office, or at some other place, which may be mutually agreed between the ORIGINAL OWNER and the PROMOTER and the PURCHASER/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/ALLOTTEE and the ORIGINAL OWNER and the PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

23. The PURCHASER/ALLOTTEE and/or ORIGINAL OWNER and the PROMOTER 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 and the ORIGINAL OWNER and the PROMOTER will attend such office and admit execution thereof.
24. That all notices to be served on the PURCHASER/ALLOTTEE and the ORIGINAL OWNER and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/ALLOTTEE or the ORIGINAL OWNER and the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

M/s GOLDSHIELD REAL ESTATE PRIVATE LIMITED

c/o MR. ANIMESH BHATTACHARYA,
Flat No. S-5, Village Nest,
Benaulim, Salcete - Goa

M/s VILANOVA CONSTRUCTIONS

Sapana Arcade, 6, First Floor,
Malbhat, Margao, Goa

It shall be the duty of the PURCHASER/ALLOTTEE and the ORIGINAL OWNER and the PROMOTER 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 ORIGINAL OWNER and the PROMOTER or the PURCHASER/ALLOTTEE, as the case may be.

25. JOINT PURCHASER/ALLOTTEES:

That in case there are Joint PURCHASER/ALLOTTEES all communications shall be sent by the ORIGINAL OWNER and the PROMOTER to the PURCHASER/ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER/ALLOTTEES.

26. **STAMP DUTY AND REGISTRATION:-**

The charges towards stamp duty and Registration of this Agreement and the Sale Deed shall be borne by the PURCHASER/ALLOTTEE.

27. **DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

28. **GOVERNING LAW:**

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 the State of Goa will have the jurisdiction for this Agreement.

29. The possession of the said plot shall be handed over to the PURCHASER/ALLOTTEE on the date stipulated under Clause 6 of the present Agreement and more particularly by duly executing a Deed of Sale in respect of the said plot for conveying and transferring the absolute ownership and possession thereof, unto and in favour of the Purchaser/Allottee.

SCHEDULE – I
OF THE PROJECT LAND

ALL THAT part of a larger landed property denominated as "CHITACUNGUY", or "CHITEMGUY" situated in the village of Guirdolim, within the limits of the Village Panchayat of Guirdolim, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No. 21316 of Book B No. 54 New Series B, enrolled in the Taluka Revenue Office under Matriz No. 366 and surveyed under Survey No. 111/2 of village Guirdolim admeasuring an area of 52,825 sq. meters respectively and denominated as "PEGU GOLL" in the respective records of rights of village Guirdolim is bounded as under:-

On the North : by Survey No. 110 and 95 of village Guirdolim;
 On the East : by Survey No. 142 of village Guirdolim;
 On the South: by Survey Nos. 112, 93/1,93/2, 94/2, 94/3
 and 94/4 of village Guirdolim;
 On the West: by Survey No. 95 of village Guirdolim;

SCHEDULE – II
OF THE SAID PLOT

ALL THAT sub-divided Plot bearing Plot No.
 admeasuring an area of sq. metres and forming a
 distinct and independent portion out of the Project Land
 described hereinabove is bounded as under:-

On the North :

On the East :

On the South :

On the West :

SCHEDULE – III
OF THE COMMON AREAS

ALL THAT Common areas situated in the Project Land consisting
 of the Area under Roads, Drains and Open Spaces as more
 clearly shown in the Layout Plan as approved by the Town &
 Country Planning Department & the Village Panchayat of
 Guirdolim.

IN WITNESS WHEREOF parties hereinabove named have set
 their respective hands and signed this Agreement for Sale at
 (city/town name) in the presence of attesting witness, signing as
 such on the day first above written.

SIGNED AND EXECUTED BY THE ORIGINAL OWNER
For and on behalf of **M/S GOLDSHIELD REAL ESTATE**
PRIVATE LIMITED as its Director

(ANIMESH BHATTACHARYA)

His Left-hand finger-prints

--	--	--	--	--

His Right-hand finger-prints

--	--	--	--	--

SIGNED AND EXECUTED BY THE PURCHASER/ALLOTEE

()

His Left-hand finger-prints

--	--	--	--	--

His Right-hand finger-prints

--	--	--	--	--

WITNESSES:

1. _____

2. _____

ANNEXURE "1'
[PAYMENT PLAN]

NOTE: ALL CHEQUES SHALL BE ISSUED IN THE NAME OF THE PROMOTER

- 1) Amount of Rs. _____/- (Rupees _____ only) to be paid on or before the execution of this Agreement.
- 2) Rs. _____/- (Rupees _____ only) to be paid on commencement of Work for the Roads.
- 3) Rs. _____/- (Rupees _____ only) to be paid on commencement of Work for the Water Connections or on _____, whichever is earlier.
- 4) Rs. _____/- (Rupees _____ only) to be paid on completion of _____ or on _____, whichever is earlier.
- 5) Rs. _____/- (Rupees _____ only) to be paid on completion of _____ or on _____, whichever is earlier.
- 6) Rs. _____/- (Rupees _____ only) to be paid at the time of handing over of the possession of Said Plot to the Purchaser on or after receipt of final N.O.C..