

AGREEMENT FOR SALE

This Agreement is entered into at Panaji, Goa, on this ____ day of _____ 2018,
BY AND BETWEEN;

- 1) DE ATAIDE VENTURES**, a proprietary concern, represented by its Proprietor MR. NOLAN DE NORONHA DE ATAIDE, 26 years old, son of Mr. Oscar Luis Filipe de Ataide, Bachelor, Indian National, holder of PAN card No. AVHPD0009J, and Aadhaar Card No. 3328 5783 2026, with office at A1/S8, Jairam Complex, Rua de Ourem, Neugi Nagar, Panaji, Goa -403 001, hereinafter referred to as the VENDOR / PROMOTER,(which expression shall mean and include, unless repugnant to the context and meaning thereof, his heirs, successors, executors and assigns) of the FIRST PART;

AND

- 2)** _____, _____ years old, son of _____, Married/Unmarried, Nationality, holder of PAN card No. _____, and Aadhaar Card No. _____, resident of _____, hereinafter referred to as the ALLOTTEE (which expression shall mean and include, unless repugnant to the context and meaning thereof, his/her heirs, successors, executors and assigns) of the SECOND PART;

WHEREAS by a Deed of Sale dated 21/08/1966 registered in the office of the Sub-Registrar of Ilhas at Panaji, under No.100 at pages 60 to 66 of Book No.1 Vol. 15 dated 31/01/1967, the late Mrs. Micas Luiza da Viegas Estebeiro e Fernandes purchased a plot of land being Plot No.15A of Part D1, on the Western side of the entire property known as "Contiechem Batta" or "Adeatea Vallem Batta" situated in the village Ella and which Plot of land is surveyed under Survey No.122 Sub-division No.2 of Ella Village, Tiswadi Taluka, and presently admeasures 975 sq.mts or thereabout hereinafter referred to as the "Said Plot" and better described in the Schedule – I hereunder written;

AND WHEREAS by a Will dated 21/03/1991 drawn in the book of Notary Ex-Officio of Ilhas of Panaji, in Book No.81 at pages 61 onwards registered under No.189 the said Mrs. Micas Luiza da Viera Estibeiro e Fernandes bequeathed all

her rights in the Said Plot to her nephew Mr. Oscar Luis Filipe de Ataide, and the said Mrs. Micas Luiza da Viera Estibreiro e Fernandes came to expire on 02/10/2003 and her said Will came into effect, whereby the said Mr. Oscar Luis Filipe de Ataide became the sole owner of the Said Plot.

AND WHEREAS by a Deed of Gift dated 21/11/2012, registered under Registration No.PNJ-BK1-03085-2012, Book -1 Documents, CD No.PNJD18 on 22/11/2012, the said Mr. Oscar Luis Filipe de Ataide and his wife Dr.(Mrs) Ida de Noronha de Ataide gifted the Said Plot to their son the Vendor/Promoter Mr. Nolan de Noronha de Ataide who has thereby become the sole owner of the Said Plot;

AND WHEREAS the Vendor/Promoter has decided to develop the Said Plot by construction of bungalows and sell the same to interested persons along with right in the land by way of sale;

AND WHEREAS towards that end, the Vendor/Promoter has obtained Sanad for conversion of land from the Additional Collector – 1, North Goa, bearing No. RB/CNV/TIS/AC-1/03/2015 dated 12/06/2015 for the conversion of the said land from agricultural to non agricultural use.

AND WHEREAS by Technical Clearance Order bearing Ref. No.TIS/8262/ELLA/TCP/2017/299 dated 24/03/2017, the Dy. Town Planner granted clearance for construction of three bungalows on the Said Plot;

AND WHEREAS by Construction Licence No.VP/SOG/07/2017-18 issued by the Village Panchayat Se-Old-Goa, dated 12/05/2017, the said Panchayat granted licence for the construction of three bungalows on the Said Plot;

AND WHEREAS by Provisional No Objection Certificate dated 29/3/2017 bearing No. PHCC/COR/NOC/2016-17/3848, issued by Medical Officer, PHC Corlim, the said authority accorded its No Objection to the said construction from health point of view;

AND WHEREAS the Allottee has approached the Vendor/Promoter and shown his/her/their desire to purchase one such bungalow identified as Bungalow No. _____ and purchasing right to the land shown as Sub-plot No. _____ in the Said Plot, better described in the Schedule – II hereunder written;

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Promoter is in possession of the project land;

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at under No.; authenticated copy is attached in Annexure;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect namely Arch. Jose L. Noronha, 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; and the Allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Bungalow agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Bungalow is square meters ;

AND WHEREAS, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1.(i) The Allottee has agreed to purchase and the Vendor/Promoter has agreed to construct for and sell to the Allottee a residential Bungalow being Bungalow No. _____ admeasuring _____ sq. mts. of built up area and sub-plot No. ____ in the scheme to be known as "SEVEN HILLS" being constructed on the plot of land described in the Schedule-I hereunder written surveyed under Survey No.122 sub-division No.2 of Ella Village, situated at Ella, Tiswadi, Goa, and which bungalow is better described in the Schedule – III hereunder written and better depicted in the Sketch Plan Annexure-A hereto annexed.

(ii) The consideration shall be Rs. _____ (Rupees _____) to be paid by the Allottee to the Vendor/Promoter in the manner set out in the Schedule – IV hereunder written. This consideration is exclusive of GST and other taxes payable on the transaction. The right in the land to be sold to the Allottee shall be exclusive right to sub-plot No. _____, admeasuring _____ sq.mts.

2. The Vendor/Promoter shall construct the said premises in accordance with the plans annexed hereto with such variations and modifications as the Vendor/Promoter may consider necessary or as may be required by the concerned authorities. The Allottee hereby irrevocably consents to any such variation and modifications and agree that the same may be carried out without further intimation to the Allottee and undertake not to demand any compensation or price reduction in respect thereof.

3. Any change in specifications or any additional fittings, fixtures, works or items or any other changes required by the Allottee may be entertained at the discretion of the Vendor/Promoter on payment by the Allottee in advance of the market value thereof as quoted by the Promoter.

4. On or before the execution of this agreement the Allottee has paid to the Vendor/Promoter, a sum of Rs. _____ (Rupees _____) as Earnest Money and part of the First Instalment of consideration and the balance of consideration shall be paid in instalments at the time and in the manner specified in Schedule-IV hereunder written. For this purpose an instalment shall become due and payable by Allottee to

the Vendor/Promoter within seven days from the Allottee/Bank (In case of a loan) receiving a demand notice from the Vendor/Promoter to this effect.

5. Time shall be of the essence of the present contract. Accordingly, if the Allottee commits default in payment of the instalments of the price on their respective due dates and/or in observing and performing any of the terms and conditions of this Agreement (including payment of his/her proportionate shares of taxes levied by concerned local authority and other outgoings) then in that event, the Vendor/Promoter shall be at liberty to terminate this Agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Vendor/Promoter unless and until the Vendor/Promoter shall have given to the Allottee fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions by reasons of which it is intended to terminate the Agreement and default shall have been made by Allottees in remedying such breach or breaches within a period of 15 days after the receipt of such notice. Upon such termination the Vendor/Promoter shall be entitled to enter upon and resume possession of the said premises and everything whatsoever therein. The Vendor/Promoter shall also be at liberty to sell the said premises to any other persons at such price as the Vendor/Promoter may deem fit and the Allottee shall not be entitled to question such sale or the price at which the Vendor/Promoter sells the said premises or claim any amount whatsoever from the Vendor/Promoter.

6. 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 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 Allottee, which shall only be applicable on subsequent payments.

7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion 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 four percent. The total price payable for the carpet area shall be recalculated upon confirmation by

the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9. The Vendor/Promoter shall give possession of the said premises to the Allottee on or before 31/05/2019, subject to reasonable extension for reasons beyond control of the Vendor/Promoter such as :-

- (i) Non availability of steel, cement, other building materials, water or electricity supply;
- (ii) War, Civil commotion or act of God;
- (iii) Any notice, order, rules, notification of Government and/or other public or competent authority;
- (iv) Any other cause or reasons beyond the control of the Vendor/Promoter.

10. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Bungalow/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

11. Before taking possession of the premises and within seven days of receipt by Allottee of a notice from the Vendor/Promoter that the premises are ready for occupation, the Allottee shall inspect the said bungalow and satisfy himself/herself that the same are constructed as per plan and specifications. After such verification, the Allottee shall be bound and liable to take possession of the said bungalow within the stipulated time by signing the possession certificate and shall not thereafter be entitled to raise any objection, dispute or contention in these respects.
12. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Bungalow/Plot] to the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the Payment Plan.
13. Along with possession of the said premises the Allottee shall not be entitled to take possession of any area of land outside the said premises, the corresponding bungalow except for the Sub-Plot No. ____ on which the said bungalow is built, and the Allottee shall not lay any claims or demands in respect of the remaining part of the said property described in Schedule – I hereunder written.
14. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the Allottees carry out any work within the Bungalow after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Promoter shall not be

liable to rectify or pay compensation. But the Promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

15. The Vendor/Promoter shall in respect of any amount not paid by the Allottee under the terms and conditions of the Agreement have a first lien and charge on the said bungalow agreed to be acquired by the Allottee which lien as aforesaid shall continue to subsist, even after possession of the said premises is given to the Allottee.
16. The Allottee shall take possession of the premises, within 7 days of the Promoter giving written notice to the Allottee intimating that the said premises are ready for use and occupation and upon possession of the said bungalow being delivered the Allottee shall be entitled to the use and occupation of the said bungalow.
17. After the Allottee has paid the entire consideration and other amounts payable under this Agreement the Vendor/Promoter shall execute suitable conveyances transferring to the Allottee right and title to the Sub-Plot No. ____ and the bungalow No. ____.
18. The conveyances mentioned above and all legal documents connected with this Agreement shall be drafted and otherwise prepared by the office of the Advocate for the Vendor/Promoter.
19. (a) The Stamp duty registration fees, Lawyers fees and other expenses for the conveyances and incidental to this Agreement shall be borne and paid by the Allottee alone. The Allottee/Allottees lodge this Agreement for registration with the Sub-Registrar at Panaji, and the Vendors representatives will attend the Sub-Registry and admit execution thereof after the Allottee informs the Vendor/Promoter, within fifteen days of the lodging thereof, the serial number under which the same is lodged. If the Allottee fails to lodge the Agreement for Registration within the prescribed time, the Vendor/Promoter will not be responsible for the same and consequences arising from non-registration of the Agreement.

(b) If any tax is sought to be levied in future on the Allottee price the same shall be paid by the Allottee alone and the Vendor/Promoter shall not be liable to contribute any amount towards such taxes.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

i. 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 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 except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 building/wing shall be obtained by following due process of law 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, Building/wing and common areas;

vi. 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 Allottee created herein, may prejudicially be affected;

vii. 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 [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Bungalow/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. 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 till possession of the premises is given.

x. 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21. The name of the scheme shall always remain "SEVEN HILLS", which shall not be changed at any time in future even after the transfer/assignment/conveyance of the property, premises and building to the Allottee or other entity except with the written permission of the Vendor/Promoter. The Vendor/Promoter shall also be entitled, at all times and free of costs to exhibit their name/logo and strategic places on the outer side of the building.

22. The premises Allottees for himself/ themselves with intentions to bring all persons into whosoever hands the premises may come, doth hereby covenant with the Vendor/Promoter as follows :-

- a. That the Allottees shall from the date of taking possession of the said premises at his/her/their own cost maintain in a good tenantable condition and shall not suffer to be done anything in or to the bungalow, the said property and/or common facilities or the compound which may be against the rules, regulations or bye-laws of the concerned local authority or any other authorities or legal bodies, nor shall the Allottees change, and/or make any addition in or to the said bungalow.
- b. Not to store in the said premises any goods which are considered inflammable/or otherwise hazardous or dangerous or such as are considered objectionable by any authority or so heavy as to effect the construction of the said bungalow adversely or storing of which goods is objected to by the concerned local authority. In case any damage is caused to the bungalow on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- c. To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Vendor/Promoter to the Allottees and shall not do or suffer to be done anything in or to the bungalow which may be

against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee's committing any act in contravention of the above provision, the Allottee's shall be responsible and liable for the consequences thereof to the concerned local authority and /or public authority.

- d. The Allottees shall keep the portion, sewers, drains, drains, pipes in the said premises and appurtenances thereto in good tenantable repair and condition. Not do or permit to be done any act, deed, matter or thing which may render void or void able any insurance of the said building or cause any increased premium to be payable in respect thereof.
- e. Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown from his/her/their premises or in compound or any other portion of the building scheme.
- f. The Allottee shall 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 changes of user of the said premises by the Allottee viz-user for any purposes other than for residential purpose.
- g. The Allottee shall not let, sublet, sell, transfer, convey, mortgage, charge, encumber or deal with or dispose of or part with in any manner whatsoever, the said bungalow and/or assign, underlet or part with as aforesaid any of his/her/their interest under the benefit of this Agreement until all the dues payable by him/her/them to the Vendor/Promoter under this Agreement are fully paid up and that only if the Allottee has/have not been guilty of breach of non observance of any of the terms and/or conditions of this Agreement.
- h. Till a conveyance of the bungalow is executed the Allottees shall permit the Vendor/Promoter and their surveyors, servants and agents with or without workmen and other persons at all reasonable times to enter into and upon the said premises or any part thereof, to view and examine the state and conditions thereof and the Allottee shall make good within one month after giving of the notice of any defects, delays and wants the repairs of which such notice in writing shall be given by the Vendor/Promoter to the Allottee. The Allottee shall also permit the Vendors and their servants and agents and other as aforesaid to enter into the said premises or any part thereof also for the purpose of repairing part of the said building and for the purpose of making repairing, maintaining,

rebuilding, cleaning, lighting and keeping, in order and good condition all sewers, drains, pipes, cables, water courses, gutter, wires, walls or structures or other conveniences belonging to or serving or served or used for the said building scheme and also for the purpose of lying, maintaining, repairing and testing drainage, gas and water pipes and electric wires and cables for similar other purposes contemplated by this Agreement.

23. Nothing contained in these presents is intended to be nor shall be constructed to be grant, demise or assignment in law of or any right, title or interest in the said premises or the said land or any part thereof or of the said building thereon or any part thereof . The Allottee shall have no claim whatsoever save and except in respect of the particular bungalow and Sub-Plot hereby agreed to be acquired by him/her/them and all open spaces, other premises, etc. will remain the property of the Vendor/Promoter, until the said land and bungalow and Sub-Plot are transferred.

24. Any delay or indulgence by the Vendor/Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee shall not be treated as a waiver on the part of the Vendor/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall it in any manner prejudice the rights of the Vendor/Promoter.

25. The Vendor/Promoter shall have the first lien and charge on the said premises agreed to be acquired by the Allottees in respect of any amount due under and as per the conditions of this Agreement.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Bungalow] 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 Allottee who has taken or agreed to take such [Bungalow/plot].

27. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled.

28. 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.

29. FURTHER ASSURANCES

Both 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee 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.

31. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

32. All letters, receipts and/or notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D Under Certificate of Posting at his/her address specified below or if left at the premises or if pasted on the main door of the premises.

It shall be the duty of the Allottee 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 Promoter or the Allottee, as the case may be.

33. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the 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 Allottees.

34. 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.

35. 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.

36. The Allottee shall alone pay the entire GST, and any other charges and taxes levied by the Government and/or local authorities on the transaction.

SCHEDULE –I

(Schedule of Property)

All that property described as Plot No.15A, presently admeasuring 975 sq.mts, bearing Survey No.122 Sub-Division No.2 of Ella village, situated in the larger property, namely Plot D1 on the West side of the entire property known as “Contiechem Batta” or “Adeatea Vallem Batta”, situated in the village Ella, “Freguesia” of Santa Luiza, Tiswadi Taluka, District of North Goa, State of Goa, within the jurisdiction of the village Panchayat of Ella-Se-Old Goa, which Plot No. 15A represents the disannexed fraction of 886.65/122907 of the said property “Contiechem Batta” or “Adeatea Vallem Batta”, described in the Conservatoria do Registo Predial (Land Registration Office) of the Comarca of Ilhas under No.7829 at Folio 11 of Book B21 new, and an equal fraction of the same property inscribed in the Revenue Office of Panaji under No.268, with the form of a trapezium, for urban house construction, and bounded as follows: On the North by the existing road Old Goa to Cruz dos Milagres and Plot No.17C of the same property; On the South by Plots No.15B and 15C of the same property; On the East by Plots No.15C, 16 and 17C of the same property and on the West Plot 15B and existing road Old Goa to Cruz dos Milagres.

SCHEDULE – II

(Description of Sub-Plot)

All that sub-plot denominated as Sub-Plot B, admeasuring _____ sq.mts. having the shape and dimensions as shown in red colour boundaries in the Sketch Plan Annexure appended hereto situated in the Plot of land described in Schedule – I herein above.

SCHEDULE – III

(Description of Bungalow)

All that Bungalow bearing Bungalow No. B, admeasuring _____ sq.mts. of built up area, including the proportionate right in the land situated in the scheme to be named as “SEVEN HILLS” to be constructed in the plot of land described in Schedule-I herein above written, situated in the Plot bearing Survey No.122 sub-division No.2 of Ella Village, situated at Ella, Tiswadi, Goa. The location of the said Bungalow is better identified in the Sketch Plan hereto attached as Annexure – A.

SCHEDULE – IV

(Payment Schedule)

Advance of Rs. _____ (Rupees _____)
has been deducted from the First Instalment.

Sr. No.	STAGE	PER CENT %	AMOUNT Rs.	GST PAYABLE @12% Rs.	TOTAL DUE Rs.
1.	On signing of Agreement	20			
2.	On completion of Plinth	10			
3.	On casting of 1 st slab	10			
4.	On completion of Ground Floor Masonry	10			
5.	On casting of 2 nd slab and Fabrication of roof	10			
6.	On completion of First Floor Masonry	10			
7.	On completion of Internal and External Plaster	10			
8.	On completion of Flooring and Tiling, Doors and windows	10			
9.	On completion of Painting	5			
10.	On Possession	5			

IN WITNESS WHEREOF the Parties have signed these presents on the date and at the place first herein above mentioned.

SIGNED, SEALED AND DELIVERED

By the within named VENDOR/PROMOTER,

DE ATAIDE VENTURES through its Proprietor,
Mr. Nolan de Noronha de Ataide:

L.H.T.I.

R.H.T.I.

SIGNED, SEALED AND DELIVERED

By the within named ALLOTTEE

Mr _____

L.H.T.I.

R.H.T.I.
