AGREEMENT FOR SALE

This AGREEMENT is made on this day of August 2018 at Vasco da Gama, Goa (.... .08.2018)

BY AND BETWEEN

1. **MR. BHUPESH R. RANE**, son of Mr. Ramesh Rane, aged about 42 years, married, PAN Card No. AEIPR7853Q, Aadhar Card No. 6292 4560 0399, businessman, resident of Flat No. 103, First Floor, Hill Top Residency, near Ambabai Temple, Mangor Hill, Vasco, Goa, hereinafter called the "OWNER-CUM-DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns) of the FIRST PART;

2. MR., son of Mr., aged about...... years, married, service, PAN Card No., Aadhar Card No. and his wife 2A. MRS., aged about years, housewife, PAN Card No., Aadhar Card No., both residents of House No., hereinafter referred to as the "PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include their respective heirs, executors, administrators, successors and assigns) of the SECOND PART;

AND

3. **MRS. TRUPTI BHUPESH RANE,** daughter of Shri. Balsu Sail and wife of Shri. Bhupesh Rane, aged about 41 years, service, PAN Card No. ALRPR9503P, Aadhar Card No. 8655 2099 1513, resident of Flat No. 103, Hill Top Residency, Near Ambabai Temple, Mangor Hill, Vasco da Gama, Goa hereinafter called the "CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her legal heirs representatives, nominees, administrators and assigns) represented in this Agreement by her husband being OWNER-CUM-DEVELOPER vide General Power of Attorney dated executed before......... of the THIRD PART.

All the above parties are Indian Nationals.

WHEREAS the OWNER-CUM-DEVELOPER alongwith the CONFIRMING PARTY are the exclusive and sole owners-in-possession of ALL THAT sub-divided distinct, separate plot identified under Plot No. 39 in the (Second Phase) admeasuring an area of 564:25 (Five Hundred Sixty Four Point Twenty Five) square metres falling in the Survey No. 4 sub-division 2 of Village Chicolna Village, belonging to the JNC VIEIRA NAGAR HOUSING SOCIETY LTD (erstwhile being Goa Port & Dock Employees Cooperative Housing Society Limited) besides is also the member of the above society holding Five shares of Rs. 50/- under Register Folio No. 0185, Certificate No. 251 with share with distinctive numbers from 828 to 832 all of which are jointly hereinafter referred to as the 'SAID PLOT' and more particularly described in SCHEDULE-I herein underwritten and the SAID PLOT is part and parcel of ALL THAT bigger plot admeasuring an area of 61200.00 square meters, surveyed under Survey No. 7 Sub Division No. 2 of Chicolna Village, which itself is part and parcel of larger property known as "UDDO" situated in Chicolna, within the limits of Village Panchayat of Chicolna-Bogmalo, Taluka and Sub-district of Mormugao, South District, Goa State totally admeasuring an area of 1,23,150.00 square metres described in the Land Registration Office of the Judicial Division of Salcete under No. 2648 of Book No. 12 of Old Series and enrolled in the Taluka Revenue Office under Matriz No. 77 and surveyed under Survey No. 7 of Sub-division 2 of Village Chicolna Village and Survey No. 4 sub-division 2 of Chicolna Village, hereunder written (hereinafter referred to as the "SAID PROPERTY")..

AND WHEREAS the SAID PROPERTY earlier belonged to Mrs. Maria Rosa Costa Dias alias Maria Rosa Costa, widow, Mr. Jose Maria De Quadros e Costa alias Jose Maria Lourenco Avenino Xavier Dos Milagres Paulo Sebastiao Roque de Quadros e Costa, Eng. Antonio Pedro Alcandra Lamartine Filomena Jacinto Peres De Quardoes Costa alias Pedro De Quadros Costa and his wife, Dr. (Miss) Adelia Costa, Eng. Manuel Antonio Do Padre Jose Vaz Sacremento Peres Quadros e Costa and his wife, Dr. Alfredo Sebastiao Peres De Quadros e Costa and his wife, Mrs. Vera Peres Da Costa Bruto Da Costa and her husband, Mrs. Quiteria Gema Peres Da Costa and her husband Dr. Maria Satya Dora Peres e Costa de Noronha Pereira and her husband who sold the same unto and in favour of the aforesaid 'The Goa Port and Dock Employees' Co-operative Housing Society Ltd.' a housing co-operative society registered under No. HSG-(a) 20/South Goa/89 vide Deed of Conveyance dated 21.12.1989 registered in the Office of the Sub Registrar of Margao under No. 439 of at pages 508 to 521 of Book No. I Volume No. 62 dated 30.12.1991.

AND WHEREAS the aforesaid 'The Goa Port and Dock Employees' Co-operative Housing Society Ltd.' has changed its name of the society to 'J NC Viera Nagar Cooperative Housing Society Ltd.' which was duly approved by the Ass. Registrar, Cooperative Societies, South Zone, Margao and the amendment was approved vide Office Memo No. 5-391-1989/ARSZ/HSG dated 21.03.2000.

AND WHEREAS the aforesaid society JNC Viera Nagar Co-operative Housing Society Ltd. secured necessary permission for the development and sub-division of the SAID PROPERTY surveyed under Survey No. 4/2 and Survey No. 7/2 both of Chicolna Village into plots from the competent authorities including Order vide Ref No. VPDA/10-S-4/2000-01/311 dated 01.06.2000 issued by the Vasco Planning and Development Authority, Final NOC under Reference No. VP/CB/2001-02/663 dated 08.03.2002 by Office of the Village Panchyat Chicolna-Bogmalo which includes the aforesaid Plot No. 39 and Sanad was issued from the Office of the Dy. Collector/SDO, Mormugao, Vasco da Gama bearing Nos. 11/1/49/96/DYC dated 11.11.1997.

AND WHEREAS inter alia the aforesaid JNC Viera Nagar Co-operative Housing Society Ltd allotted the aforesaid Sub-divided Plot under No. 39 unto and in favour of the Mrs. Basilia P. Rodrigues vide Letter of Allotment dated 12.10.2001 alongwith corresponding five Shares of the aforesaid society.

AND WHEREAS the aforesaid Mrs. Basilia P. Rodrigues transferred the said share with respect to the SAID PLOT in the name of one Mr. Pushpesh Naik, and the said Pushpesh Naik transfer the SAID PLOT in favour of Mr. Aniket Chitnis vide Deed of Transfer dated 30th January 2010.

AND WHEREAS the aforesaid Mr. Aniket Chitnis alongwith his wife Mrs. Geetanjali Chitnis and the JNC Vieira Nagar Co-operative society Ltd., agreed to sell the SAID PLOT vide Deed of Transfer dated 01.02.2011 in favour of Mrs. Rameeza Aziz.

AND WHEREAS the aforesaid Mrs. Rameeza Aziz alongwith her husband Mr. Nadukandi P. Aziz, agreed to sell the SAID PLOT vide Deed of Transfer dated 01.11.2013 in favour of Mr. Bhupesh Rane being the above mentioned OWNER-CUM-DEVELOPER, who subsequently obtained Development Permission under Ref No. MPDA/10-R-20/2016-17/1150 dated 29.11.2016 and Ref No. MPDA/10-P-20/2017-18/1078 dated 09.02.2018, both issued by the Mormugao Planning and Development Authority, Vasco, Construction license bearing Ref No. VP/CB/Const. License/ 9/2016-17/803 dated 05.01.2017, Construction License bearing No. VP/CB/Const. License/17/2017-18/1104 dated 12.03.2018 both issued by the office of the Village Panchayat Chicolna- Bogmalo for construction of Multi Family Dwelling.

AND WHEREAS the OWNER-CUM-DEVELOPER has registered the project to be undertaken in the SAID PLOT under the provisions of the Act with the Real Estate Regulatory Authority at Panaji, G<u>oa</u>, under bearing No.....

AND WHEREAS the PURCHASERS have demanded from the OWNER-CUM-DEVELOPER and accordingly have taken inspection of all the relevant and required documents in entirety including documents of title, approved plans, designs, specifications and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made there under (hereinafter referred to as the 'said Act') and the PURCHASERS have duly verified and scrutinized the same and having satisfied thereto, the parties have entered into this agreement in writing.

AND WHEREAS the OWNER-CUM-DEVELOPER accordingly have proposed to sell the undivided rights in the SAID PLOT to such buyers/purchasers in the SAID PLOT and also is empowered to construct thereon the row villas in the SAID PLOT named as '......' consisting of ground plus floors which is in progress.

AND WHEREAS the OWNER-CUM-DEVELOPER has already appointed an Architect registered with the Council of Architects as also separately had appointed a structural engineer for the preparation of the structural design and drawing of the buildings and the OWNER-CUM-DEVELOPER accepts the professional supervision of the Architect and the structural engineer till the completion of the row villas/project.

AND WHEREAS the aforesaid carpet area of ______(____) square metres of the SAID ROW VILLA is as defined under clause (K) of Section 2 of the said Act.

AND WHEREAS the parties to this agreement based/relying upon 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 upon the terms and conditions hereinafter.

AND WHEREAS the OWNER-CUM-DEVELOPER has registered the project under the said Act and further Section 13 of the said Act requires to execute and register the written agreement between the OWNER-CUM-DEVELOPER and the PURCHASERS before the Registering Authority.

AND WHEREAS the PURCHASERS have agreed to compulsorily make the entire agreed consideration of Rs./- (Rupees only) strictly in the manner stipulated in SCHEDULE - III hereafter written.

AND WHEREAS the PURCHASERS have also seen, verified and approved the specification of the building named '.....' which specification are set out in detail in SCHEDULE - IV annexed to this Agreement, as also the plans of the SAID ROW VILLA which is attached hereto at Annexure – I with its boundaries delineated in red and for the purpose of identification signed by the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed upon by and between the parties hereto as follows:-

1. The OWNER-CUM-DEVELOPER shall, under normal conditions, construct the project known as '.....' in accordance with the plans, designs and specifications as approved by the concerned competent authorities and sell, transfer, assign and convey the SAID ROW VILLA being ALL THAT Row Villa identified under metres or super built-up area of (......) square metres in the said project known as '.....' which is better shown delineated in red boundary line in the plans annexed hereto at Annexure - I and are more particularly described in SCHEDULE - II hereunder written alongwith corresponding proportionate floor area/undivided share in the SAID PLOT which is more particularly described in SCHEDULE - I hereinafter written in accordance with RCC drawings and calculations made by the OWNER-CUM-DEVELOPER's Engineer and with such specifications and other details including quality and make of the materials to be used therefore and the amenities to be provided there at as are contained in SCHEDULE - IV hereto for a total consideration/cost of Rs./- (Rupeesonly) which includes the amount for the corresponding undivided share in the SAID PLOT under the terms as appearing hereunder.

2. (a) The PURCHASERS shall pay the said total consideration/cost of Rs./- (Rupeesonly) out of which the PURCHASERS has paid on signing this agreement the sum of Rs./- as advance as provided in the said Act (the receipt whereof the OWNER-CUM-DEVELOPER hereby admit and acknowledge) and the remaining instalment shall be strictly paid as mentioned in SCHEDULE – III hereunder written. The PURCHASERS agrees and undertakes to pay to the OWNER-CUM-DEVELOPER the sum stipulated in the SCHEDULE – III hereunder strictly on or before the stipulated time thereto. The time of payment is the absolute essence of this agreement. In case the PURCHASERS fail to make payment of any installment to the OWNER-CUM-DEVELOPER as stipulated in SCHEDULE - III hereto including proportionate share of taxes, fees, charges etc., and on the PURCHASERS committing minimum three defaults of payment of installments for any reason whatsoever, the OWNER-CUM-DEVELOPER without prejudice to charge maximum interest as may be permissible under the said Act are also entitled to send final

notice of maximum 15 (fifteen) days to the PURCHASERS for the payment of such dues and if the PURCHASERS further fails to make the payment within such fifteen clear days from the date of posting such notice at the address of the PURCHASERS as mentioned herein below for any reason whatsoever, this agreement shall be automatically stands terminated/cancelled without any further act/deed and the OWNER-CUM-DEVELOPER thereafter shall be absolutely free to enter into any agreement with any person of the OWNER-CUM-DEVELOPER's choice to sell, transfer and assign the SAID ROW VILLA alongwith the sale of the corresponding undivided share in the SAID PLOT to any third party/buyers upon such terms as the OWNER-CUM-DEVELOPER may deem fit and the only obligation of the OWNER-CUM-DEVELOPER is to refund to the PURCHASERS the entire amount the OWNER-CUM-DEVELOPER had received from the PURCHASERS till then after deducting an amount of Rs./-being the total and agreed liquidated damage and such refund of the balance after deducting the aforesaid sum which shall not carry any interest and/or any other charges whatsoever shall be paid within sixty days from such termination and the PURCHASERS shall not have any right and/or claim of any nature whatsoever against the SAID ROW VILLA or the undivided share in the SAID PLOT and/or under this agreement, the OWNER-CUM-DEVELOPER and/or against the construction work made by the OWNER-CUM-DEVELOPER. However the OWNER-CUM-DEVELOPER at their entire discretion shall have the option without the prejudice to their other rights to suspend the construction work until the installment which has fallen in arrears has been paid together with interest thereon as may be decided by the OWNER-CUM-DEVELOPER for delayed period and consequently the period of completion of construction stands extended accordingly. It is hereby expressly agreed that as aforesaid, the time of payment of installments shall be the absolute essence of this agreement and any delay tolerated or indulgence shown in enforcing the terms of the agreement or any forbearance of giving time shall under no circumstances constitute as waiver unless specifically done in writing. The OWNER-CUM-DEVELOPER shall intimate the completion of every step of construction work to the PURCHASERS as per the installment appearing in SCHEDULE - III hereunder written and the PURCHASERS shall have 15 clear days to effect payment of the consideration falling due for the payment since the time of payment of installments stipulated therein being the absolute essence of this contract.

b) The aforesaid sum of Rs./- (Rupeesonly) includes the fees of the said contractor, Architect and R.C.C. Consultant and also includes the amount for the sale/transfer/conveyance of corresponding proportionate undivided share in the SAID PLOT to the built up area of the SAID ROW VILLA but however any levies, imposition, taxes, fees including infrastructure tax, Goods & Service Tax, Cess etc. imposed by the competent/concerned authorities as may be applicable shall be exclusively borne and paid by the PURCHASERS as and when demanded by the OWNER-CUM-DEVELOPER.

c) Any development/betterment charges or deposits if demanded by or to be paid to the Village Panchayat, labour, planning authorities and/or any other competent Authorities including that for giving water, electricity connection to the SAID ROW VILLA and/or in the aforesaid building proposed to be constructed in the SAID PLOT shall be payable by all the unit holders including the PURCHASERS in the said building proportionate to his/her premises/units and such the amount shall be determined by the OWNER-CUM-DEVELOPER. The PURCHASERS shall be bound to pay to the OWNER-CUM-DEVELOPER within fifteen days of demand such proportionate share, such charges and/or deposits. The PURCHASERS are also liable to pay before taking over the possession of the SAID ROW VILLA to the OWNER-CUM-DEVELOPER towards PWD Water meter deposit/electricity deposit/connection charges/transformer and cost of Electric Meter and any other taxes, cesss etc., as may be levied by competent/concerned authorities which shall be payable by the respective purchasers/buyers of such units including the PURCHASERS.

d) Any additional taxes, charges or out goings levied by the any competent Authorities exclusively pertaining to the SAID ROW VILLA shall be borne and paid by

the PURCHASERS, from the date occupancy certificate, irrespective of whether the PURCHASERS has taken the possession thereof or not.

e) The OWNER-CUM-DEVELOPER shall carry on and complete construction of the building in accordance with the development permission and construction licence of the competent authorities and with specifications as per SCHEDULE - IV hereunder written and as per instructions and under the supervision of Architect of the OWNER-CUM-DEVELOPER and the PURCHASERS shall not change either the external elevation, look or in the specification, original construction plan, amenities/items or external paintings other than those undertaken by the OWNER-CUM-DEVELOPER and the PURCHASERS shall obtain prior permission from the OWNER-CUM-DEVELOPER in writing including for the specific pattern/design of the external Grills to be affixed therein and only after such approval by the OWNER-CUM-DEVELOPER, the same shall be affixed by the PURCHASERS at their own cost. Any failure on the part of the PURCHASERS shall entitle the OWNER-CUM-DEVELOPER to remove any such affixation of any nature whatsoever and further the PURCHASERS are bound to pay fine, damages and other charges being Rs. 10,000/- besides the cost incurred for such removal.

g) The OWNER-CUM-DEVELOPER shall ensure the carpet area of the SAID ROW VILLA shall be as mentioned above with variation upto four percent. In case of any variation/changes in the carpet area that is in case the carpet area exceeds, the PURCHASERS shall be bound to pay proportionately as per the agreed consideration above and in case the carpet area reduces/decreases, the OWNER-CUM-DEVELOPER shall refund the proportionate excess consideration received within forty five days with annual interest rate as prescribed in the said Act.

h) The OWNER-CUM-DEVELOPER has undertaken the project based on the existing FSI which belongs to the OWNER-CUM-DEVELOPER/CONFIRMING PARTIES only.

3. (a) Subject to the PURCHASERS making full payment of all the amounts due by him under this agreement and subject to 'Force Majeure' and/or any other circumstances beyond the OWNER-CUM-DEVELOPER's control or for any unavoidable or inevitable circumstances as appearing hereunder, the OWNER-CUM-DEVELOPER shall complete the construction of the SAID ROW VILLA in all respects and ensure that the same is kept ready for occupation within a period of eight months from the date of signing this agreement.

(b) If the OWNER-CUM-DEVELOPER fails to abide by the time schedule for completing the project and handing over the SAID ROW VILLA to the PURCHASERS, the OWNER-CUM-DEVELOPER agrees to pay to the PURCHASERS, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASERS, for every month of delay, till the handing over of the possession. The PURCHASERS agrees to pay to the OWNER-CUM-DEVELOPER, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASERS to the OWNER-CUM-DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the OWNER-CUM-DEVELOPER. If the OWNER-CUM-DEVELOPER fails or neglects to give possession of the Apartment to the PURCHASERS on account of reasons beyond his control and of his agents by the aforesaid date then the OWNER-CUM-DEVELOPER shall be liable on demand to refund to the PURCHASERS the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (3a) herein above from the date the OWNER-CUM-DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

(c) Within 10 days of the OWNER-CUM-DEVELOPER offering possession of the SAID ROW VILLA to the PURCHASERS after obtaining occupancy certificate, the PURCHASERS shall take possession thereof after inspecting the same in all respects as no any further grievance/claim/objection would be entertained thereafter. The OWNER-CUM-DEVELOPER shall not incur any liability if they are unable to deliver the possession of the SAID ROW VILLA by the date stipulated in clause 3 (a) above, if the completion of the scheme is delayed by reason of non-availability of material/s,

labour and/or water supply, electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the OWNER-CUM-DEVELOPER, and in any of the aforesaid events the OWNER-CUM-DEVELOPER shall be entitled to reasonable additional extension of time of delivery of possession thereof. The OWNER-CUM-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 OWNER-CUM-DEVELOPER undertaken under the terms in this agreement.

(d) If within a period of five years from the date of handing over the SAID ROW VILLA to the PURCHASERS, the PURCHASERS brings to the notice of the OWNER-CUM-DEVELOPER any structural defect in the SAID ROW VILLA or the building is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the OWNER-CUM-DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the OWNER-CUM-DEVELOPER, compensation for such defect in the manner as provided under the Act. In case the PURCHASERS carry out any work within the SAID ROW VILLA after taking possession, resulting in cracks and dampness or any other defects within or to the adjoining unit/s, then in such an event the OWNER-CUM-DEVELOPER shall not be liable 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.

(e) The PURCHASERS shall use the SAID ROW VILLA for the purpose which is permissible and abide by the prevailing laws, regulations, byelaws etc. as may be applicable and the PURCHASERS will not carry out or conduct any activity in the SAID ROW VILLA which may cause annoyance or nuisance to other occupants of the project in which the SAID ROW VILLA is located.

(f) The PURCHASERS shall from the date of possession maintain the SAID ROW VILLA, its walls, partitions, sewers, drains, pipes and appurtenances thereto, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything therein or thereto and/or common area which may be against the conditions or rules or bye-laws of the competent or any Authorities and shall attend to answer and will be responsible for all actions for violation of any such condition or rules or bye laws.

(g) The PURCHASERS shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with possession of the SAID ROW VILLA until all the dues payable by him/her/them to the OWNER-CUM-DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASERS have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASERS obtains the previous consent in writing of the OWNER-CUM-DEVELOPER and any such transfer without such consent in writing shall stand invalid and not binding.

h) The PURCHASERS shall permit the OWNER-CUM-DEVELOPER and their Surveyors and Agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID ROW VILLA or any part thereof to view and examine the state and condition thereof and the PURCHASERS shall make good, within one months of the giving such notice in writing to the PURCHASERS all defects, decay and want of repair and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping order and condition all services, drains, pipes structure or other conveniences belonging to or serving or use for the said building and also for the purpose of lying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purpose contemplated by this Agreement. i) In the event of any transfer of rights/interests of the PURCHASERS accrued under this agreement prior to the conveyance/sale deed of the unit purchased by him/her under this agreement to any third party, the OWNER-CUM-DEVELOPER is entitled to charge administrative/processing charges for every such transfer/assignment, however permission for such transfer/assignment shall be permitted by the OWNER-CUM-DEVELOPER at their sole discretion.

4(a). The possession of the SAID ROW VILLA shall be taken by the PURCHASERS only after due inspection and fully satisfied about the workmanship and upon the PURCHASERS taking possession of the SAID ROW VILLA, the PURCHASERS shall have absolutely no any claim against and/or in respect of any item/work in the SAID ROW VILLA which may be alleged not to have been carried out and/or completed. Cracks/dampness caused due to interior work undertaken by the PURCHASERS shall not be considered as defective work unless the architect of the OWNER-CUM-DEVELOPER opines otherwise. Similarly the OWNER-CUM-DEVELOPER shall not be responsible for colour/size variation in painting, flooring, tiles, glazed tiles or natural stones like marble granite any sanitary fittings etc.

(b) Before taking the possession of the SAID ROW VILLA or commencing week after notice is given by the OWNER-CUM-DEVELOPER to the PURCHASERS that the SAID ROW VILLA are ready for use and occupation, the PURCHASERS shall be liable to pay all costs, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance or for the formation of the Society/Association either singly and/or proportionately along with other purchasers/buyers as the case may be, as may be decided by the OWNER-CUM-DEVELOPER.

c) Till such ENTITY as referred hereinabove is formed, the PURCHASERS shall be bound to pay to the OWNER-CUM-DEVELOPER at such period and intervals all sums and/or charges for the purpose of maintenance, management etc. of the various infrastructure - including water supply, common lighting etc. and/or for the purpose of payment of taxes and outgoings thereof. At the time of the offering possession of the SAID ROW VILLA to the PURCHASERS, the PURCHASERS shall deposit with the OWNER-CUM-DEVELOPER a sum of Rs./- (Rupees Thirty Thousand only) as deposit towards the formation, registration and maintenance and management of the various infrastructure like water supply, common lighting, etc. which shall not carry an interest. The PURCHASERS further agrees and undertakes to deposit with the OWNER-CUM-DEVELOPER such additional amounts as may be determined by the OWNER-CUM-DEVELOPER from time to time for the purpose aforesaid. The said sum deposited or to be thereafter deposited shall not bear any interest and the balance, if any, of the said sum after deducting there from the cost, charges, expenses etc., incurred by the OWNER-CUM-DEVELOPER shall be transferred to the Society/Association as the case may be

(d) The OWNER-CUM-DEVELOPER shall maintain a separate account in respect of sums received by the OWNER-CUM-DEVELOPER from the PURCHASERS as advance/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.

(e)The PURCHASERS alongwith other purchasers/buyers of the unit/s in the aforesaid project namely _______ shall jointly be responsible to abide by all the future bye laws, rules and regulations as may be applicable including STP liability, Fire and Safety Rules, regular maintenance of lift, generator, CCTV etc. either through ENTITY or jointly without any obligation/liability to the OWNER-CUM-DEVELOPER and/or to the OWNERS/CONFIRMING PARTIES.

5. The OWNER-CUM-DEVELOPER hereby represents and warrants to the PURCHASERS as follows:

i. The OWNER-CUM-DEVELOPER 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 OWNER-CUM-DEVELOPER 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 OWNER-CUM-DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project, project land, Building/wing and common areas;

vi. The OWNER-CUM-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;

vii. The OWNER-CUM-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 subject matter of the unit of this agreement which will, in any manner, affect the rights of PURCHASERS under this Agreement;

viii. The OWNER-CUM-DEVELOPER confirms that the OWNER-CUM-DEVELOPER is not restricted in any manner whatsoever from selling the SAID ROW VILLA to the PURCHASERS in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Society/Entity/Association, the OWNER-CUM-DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to such entity;

x. The OWNER-CUM-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;

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 PLOT) has been received or served upon the OWNER-CUM-DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.

6. It is hereby agreed that the OWNER-CUM-DEVELOPER shall be entitled, empowered, authorised irrevocably and are hereby permitted to make such variations, changes, revision and/or alterations in the above plan or in the layout/elevation of the building including/garden, open spaces, set-back and/or varying the location, plan or the access to the building, as the exigencies of the situations and the circumstances of the case may require including effective utilization of FAR/FSI and as may be permissible under the said Act, as the PURCHASERS is only, exclusively entitled to the SAID ROW VILLA without any other rights, title, interest of any nature whatsoever in the SAID PLOT and/or construction/s, structures, open space, terrace etc. unless allotted as the same entirely and exclusively belongs to the OWNER-CUM-DEVELOPER, who have exclusive, absolute and unhindered right to allot, sell, transfer the same to such person/s as the OWNER-CUM-DEVELOPER in their absolute discretion deems fit. This provision shall be considered as consent in writing of the PURCHASERS as required by law/said Act as the OWNER-CUM-DEVELOPER has the unqualified and unfettered right to the SAID PLOT and/or the construction/development undertaken and/or to be undertaken in the SAID PLOT.

7a) The OWNER-CUM-DEVELOPER only shall assists the PURCHASERS and the other Row Villa/premises/garage holder in forming a Co-operative Housing Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT and/or constructions therein.

b) It shall be entirely at the discretion of the OWNER-CUM-DEVELOPER to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

c) Whenever the OWNER-CUM-DEVELOPER takes a decision in this matter, the PURCHASERS and other Holders of the building/units shall be bound to sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PLOT and/or the aforesaid Row Villas etc as the case may be.

d) The PURCHASERS and the persons to whom the SAID ROW VILLA is let, sublet, transferred, assigned or given possession of shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also governed by the laws which may be applicable to the ENTITY.

e) The PURCHASERS hereby agree/s and undertake/s to be a members of the ENTITY to be formed in the manner therein appearing and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose necessary, for the formation and the registration of the ENTITY and return to the OWNER-CUM-DEVELOPER the same within 10 (ten) days of same being intimated by the OWNER-CUM-DEVELOPER to the PURCHASERS.

f) The PURCHASERS shall be bound to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the constructions made in the SAID PLOT and of the other premises holders in the said building constructed/proposed to be constructed in the SAID PLOT.

g) The OWNER-CUM-DEVELOPER shall be under absolute and total control of all those premises, structures, open space, constructions, terraces etc. in building/s construction made in the SAID PLOT as the PURCHASERS has been sold exclusive and only right to the SAID ROW VILLA and the OWNER-CUM-DEVELOPER at their discretion may sell, transfer, allot the same to such persons as OWNER-CUM-DEVELOPER deems fit upon such condition. Should the OWNER-CUM-DEVELOPER decides to retain any portion/structures/open space in the SAID PLOT, they shall join the ENTITY along with the other holders.

h) All papers pertaining to the formation of the ENTITY and/or the rules and regulations thereof as also all the necessary deed/deed of conveyance shall be prepared by the Advocate of the OWNER-CUM-DEVELOPER.

i) All cost, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance and/or for the formation of the ENTITY shall be borne by the PURCHASERS proportionately along with other PURCHASERS/buyer of units in the building and/or by the PURCHASERS himself/herself as the case may be, as may be decided by the OWNER-CUM-DEVELOPER.

j) The PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the SAID ROW VILLA may come, hereby covenants with the OWNER-CUM-DEVELOPER as follows :

i. To maintain the SAID ROW VILLA at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the SAID ROW VILLA is taken and shall not do or suffer to be done anything in or to the building in which the SAID ROW VILLA is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the SAID ROW VILLA itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the SAID ROW VILLA any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID ROW VILLA is situated 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 building in which the SAID ROW VILLA is situated, including entrances of the building in which the SAID ROW VILLA is situated and in case any damage is caused to the building in which the SAID ROW VILLA is situated or the SAID ROW VILLA on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.

iii. To carry out at the own cost of the PURCHASERS all internal repairs to the said Apartment and maintain the SAID ROW VILLA in the same condition, state and order in which it was delivered by the OWNER-CUM-DEVELOPER to the PURCHASERS and shall not do or suffer to be done anything in or to the building in which the SAID ROW VILLA is situated or the SAID ROW 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.

iv. Not to demolish or cause to be demolished the SAID ROW 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 ROW VILLA or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 building in which the SAID ROW VILLA is situated 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 Apartment without the prior written permission of the OWNER-CUM-DEVELOPER and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID ROW VILLA is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID ROW VILLA in the compound or any portion of the project land and the building in which the SAID ROW VILLA is situated.

vii. Pay to the OWNER-CUM-DEVELOPER within fifteen days of demand by the OWNER-CUM-DEVELOPER, 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 building in which the SAID ROW VILLA is situated.

viii. 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 ROW VILLA by the PURCHASERS for any purposes other than for purpose for which it is sold.

ix. 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 ROW VILLA until all the dues payable by the PURCHASERS to the OWNER-CUM-DEVELOPER under this Agreement are fully paid up and that too upon obtaining written permission from the OWNER-CUM-DEVELOPER.

x. The PURCHASERS 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 building and the Apartments 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

8. a) Nothing contained in these presents in intended to be and shall be construed to be grant, demise or assignment in law of the aforesaid Row Villa or the undivided share in the SAID PLOT or any part thereof.

b) In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY, the OWNER-CUM-DEVELOPER shall get executed the Conveyance of the undivided portions of the SAID PLOT from the OWNER-CUM-DEVELOPER alongwith the units in the names of all the Holder/buyer in proportion to the built up area owned by each of them in the said building constructed in the SAID PLOT and/or such revised unit/building upon its completion as a whole.

9. The PURCHASERS has absolutely no claim, right of any nature whatsoever other than in respect of exclusively and only the SAID ROW VILLA agreed to be purchased by him/her. The open spaces, unalloted space, terrace etc. shall and will remain exclusive the property and right of the OWNER-CUM-DEVELOPER and the OWNER-CUM-DEVELOPER are free to deal with the same without any interference, objection from the PURCHASERS or such entity of any nature whatsoever, till the aforesaid Row Villas are transferred to the said ENTITY (except the right of the PURCHASERS under this Agreement being exclusively limited to the aforesaid Row Villa), the PURCHASERS shall have absolutely no right over the same. It is expressly agreed that the OWNER-CUM-DEVELOPER have liberty to sell, assign, transfer or otherwise deal with such rights, title and interest, structures, constructions including the open spaces, and unallotted space, terrace etc. in the SAID PLOT at such terms, prices and conditions as the OWNER-CUM-DEVELOPER may deem fit and proper at their entire discretion and the PURCHASERS shall in no way obstruct, interfere, object thereof including the construction of the further building in the SAID PLOT.

10. (a) The OWNER-CUM-DEVELOPER shall have the first lien and paramount charge on the SAID ROW VILLA agreed to be acquired by the PURCHASERS under this Agreement. Any delay or indulgence by the OWNER-CUM-DEVELOPER in enforcing the terms of this agreement or any forbearance or giving time to the PURCHASERS shall not be considered as a waiver on the part of the OWNER-CUM-DEVELOPER of any breach or non-compliance of any terms and conditions of this agreement by the PURCHASERS nor shall the same in any manner prejudice the remedies of the OWNER-CUM-DEVELOPER.

(b) 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 apartment/plot/building, as the case may be.

(c) 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.

(d) Wherever in this Agreement it is stipulated that the PURCHASERS has to make any payment, in common/proportionately with other purchaser/buyer in Project, the same shall be in proportion to the carpet area of the SAID ROW VILLA to the total carpet area of all the buildings/project. For such calculations, areas of exclusive balconies, verandas, and/or terraces shall be added to the carpet areas of respective purchaser/buyer.

(e) 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.

(f) The execution of this Agreement shall be complete only upon its execution by the OWNER-CUM-DEVELOPER and registration before the sub-registration within the time limit prescribed by the Registration Act and the OWNER-CUM-DEVELOPER will attend such office and admit execution thereof and only hereafter this Agreement shall be deemed to have been executed.

11. All inspections by the PURCHASERS when the construction work is in progress shall be at the entire risk of the PURCHASERS and the OWNER-CUM-DEVELOPER shall not be liable in any manner in case of any such injury to the PURCHASERS or any person on their behalf.

12. That all notices to be served on the PURCHASERS and the OWNER-CUM-DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASERS or the OWNER-CUM-DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASERS	Name of the OWNER-CUM-DEVELOPER
Notified Email ID:	Notified Email ID
Mobile No.	Mobile No.

It shall be the duty of the PURCHASERS and the OWNER-CUM-DEVELOPER 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 OWNER-CUM-DEVELOPER or the PURCHASERS, as the case may be.

13. a. If at any time prior or thereafter to/upon the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS as

stipulated in this Agreement, the Floor Area Ratio/FSI presently applicable to the SAID PLOT are increased, such increase/benefits, privileges shall ensure for the benefit of the OWNER-CUM-DEVELOPER alone without any rebate/right to the PURCHASERS.

14 (a) Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which 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.

(b) 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 which will have the jurisdiction for this Agreement

15. The possession of the SAID ROW VILLA has not been delivered and the sale/conveyance of the same shall be by appropriate documents under the terms stated hereinabove.

<u>SCHEDULE – I</u>

ALL THAT sub-divided distinct, separate plot identified under Plot No. 39 in the (Second Phase) admeasuring an area of 564:25 (Five Hundred Sixty Four Point Twenty Five) square metres falling in the Survey No. 4 sub-division 2 of Village Chicolna Village, belonging to the JNC VIEIRA NAGAR HOUSING SOCIETY LTD (erstwhile being Goa Port & Dock Employees Cooperative Housing Society Limited) besides is also the member of the above society holding Five shares of Rs. 50/under Register Folio No. 0185, Certificate No. 251 with share with distinctive numbers from 828 to 832 and the SAID PLOT is part and parcel of ALL THAT bigger plot admeasuring an area of 61200.00 square meters, surveyed under Survey No. 7 Sub Division No. 2 of Chicolna Village, which itself is part and parcel of larger property known as "UDDO" situated in Chicolna, within the limits of Village Panchayat of Chicolna-Bogmalo, Taluka and Sub-district of Mormugao, South District, Goa State totally admeasuring an area of 1,23,150.00 square metres described in the Land Registration Office of the Judicial Division of Salcete under No. 2648 of Book No. 12 of Old Series and enrolled in the Taluka Revenue Office under Matriz No. 77 and surveyed under Survey No. 7 of Sub-division 2 of Village Chicolna Village and Survey No. 4 sub-division 2 of Chicolna Village,

<u> SCHEDULE – II</u>

On the North: By

On the South: By

On the East: By

On the West: By

SCHEDULE-III PAYMENT SCHEDULE

Sr.No.	Detail	Amount
01	On signing this Agreement	
02	On completion of	
03	On completion of	
04	On completion of	
05	On completion of	
06	On completion of	
07	On completion of	
08	On Handing Over possession	
	Total	

SCHEDULE-IV Building Specification for the SAID ROW VILLA

STRUCTURE: Approved R.C.C. framed structure

WALLS: To be built in Bricks/Laterite stone masonry in cement mortar

<u>PAINTING</u>: Internal Walls: Acrylic emulsion paint. External Wall: Weather shield exterior grade emulsion paint.

<u>KITCHEN</u>: Kitchen with Granite platform to be provided with stainless steel sink with drain board and ceramic tiles dado at height 60 cms.

<u>ELECTRICAL INSTALLATION</u>: All electrical work will be of concealed copper wiring with ISI marked wires and switches.

<u>PLUMBING</u>: Plumbing will be of concealed internally with APVC/CPVC pipes with fittings.

WINDOWS: Anodized / Powder coated aluminium windows.

<u>DOORS</u>: Anodised / Power coated Aluminium frame work main door with toughed glass. Other internal doors of high quality flushdoors with both side laminates.

<u>FLOORING</u>: Flooring will be of vitrified in the entire villa. All bathroom tiles shall be of Anti-Skid tile with a dado up to celling height.

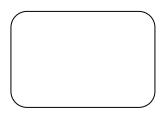
<u>BATHROOM & W.C.</u>: Premium brand Floor/Wall mounted WC, wash basin, and Diverter /Mixer with shower and necessary fittings.

EXTRA WORK: Any extra work executed by the OWNER-CUM-DEVELOPER at the request of the PURCHASERS shall entitle the OWNER-CUM-DEVELOPER to receive from the PURCHASERS such prices as per the prevailing market rate for such work and the decision of the Architect of the OWNER-CUM-DEVELOPER in this regard shall be final and binding

Note: This Agreement's stamp paper and registration charges shall be borne by the PURCHASERS.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first herein above written.

SIGNED, SEALED AND DELIVERED by the within named MR. BHUPESH RANE for self as OWNER-CUM-DEVELOPER and constituted attorney for CONFIRMING PARTY being Mrs. Trupti B. Rane

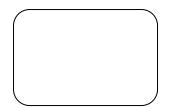


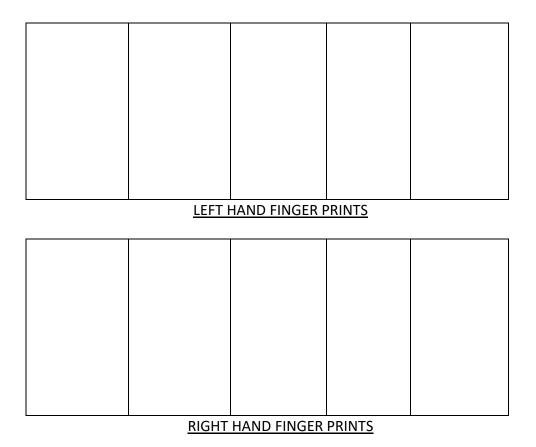
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LEFT HAND FINGER PRINTS				

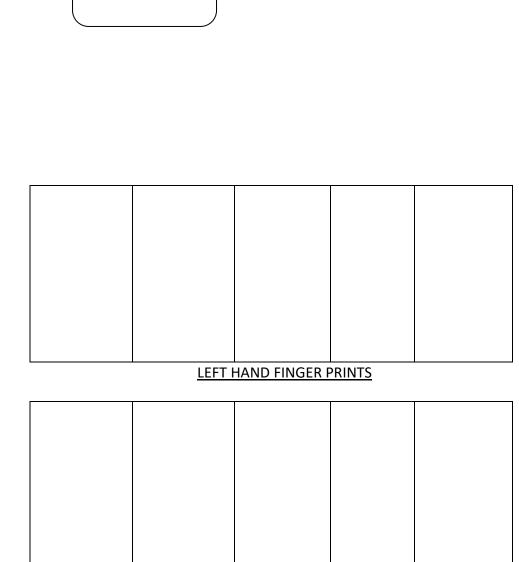
RIGHT HAND FINGER PRINTS

SIGNED, SEALED AND DELIVERED ______ by the within named PURCHASERS

Mr.







RIGHT HAND FINGER PRINTS

WITNESSES:-

1.	

2. _____

Mrs.