

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mapusa on this _ day of _____ in the year 2019

BETWEEN

FARIA HOSPITALITY PRIVATE LIMITED, a company registered under the provisions of the Companies Act, 1956 CIN U55101GA2006PTC004817 having its registered office at 52, Morod, Mapusa, Goa 403507 and an office at 6, 1st Floor, SS Plaza-III, Morod, Mapusa, Bardez-Goa, having PAN Card No.AACCD4410A, represented by its Director **MR. RAHUL LUIS DE FARIA**, son of Lucindo Domingos Antonio De Faria, age 27 years, unmarried, business, having PAN Card bearing no. AWPPD0578D, Aadhaar Card No. 6267 2676 1059, resident of H. No. 52, Morod, Mapusa, Bardez-Goa, Contact No. 9922966040, pursuant to Resolution dated - _____ bearing Ref. No. ____-hereinafter referred to as the **DEVELOPERS CUM VENDOR** (which expression shall unless repugnant to the context or meaning thereof include its successors-in-title, administrators, executors and assigns, etc.) of the **FIRST PART**

AND

MR. _____, aged _ years, son of _____, indian national, holder of PAN _____, residing at _____, hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context or meaning thereof include his heirs, successors-in-title, legal representatives and assigns, etc.) of the **SECOND PART**

AND WHEREAS the **DEVELOPERS CUM VENDOR** are in possession of property, more particularly described in the Schedule I below, and delineated in the attached Survey Map in red lines. Said property known as “Shirmati” which is admeasuring 3140 sq. mts., bearing Surveyed under survey no 6/4A situated in the Village of Arpora, Taluka and Sub-District of Bardez, District of North Goa and the said property is recorded in the survey records however not found described in the Land registration office nor enrolled in the Taluka Revenue Office, surveyed in the Old Cadastral survey under survey No. 878 & 900, and bounded as under.

East	: By survey no. 6/4 and 6/10
West	: By survey no. 6/2, 2A, 6/19 and 6/21
North	: By survey no. 6/3 and 6/4
South	: By survey no. 6/20 and 6/24

The **DEVELOPERS CUM VENDOR** by Agreement for sale dated_____, registered with the office of the Sub-registrar of Bardez at Mapusa under registration No. _ at pages _ to _ of Book No. __, Volume No. _ dated _ and registration No. _ at pages _ to _ of Book No. __, Volume No. _ dated __, have agreed to purchase the said property.

And Whereas **DEVELOPERS CUM VENDOR** have been expressly consented by the Seller/owners in the said agreement for sale dated___ to develop the said property, put up construction so also to enter into Agreement of transfer

The **DEVELOPERS CUM VENDOR** have obtained following permissions for construction of residential villas & Compound wall

and swimming pools in the property bearing Survey No. 6/4-A of Village Arpora-Nagao.

- (a) Development permissions bearing reference No. NGPDA/ARP/44/62/2320 from North Goa Planning and Development Authority, Panjim, Goa dated 24/09/2-19.
- (b) Construction license bearing No. VP/AN/const.licence/18-19/1287 dated 17/10/2018 from the Village Panchayat of Arpora-Nagao Bardez Goa.
- (c) The Conversion Sanad dated 12/12/2018 under reference no. 4/297/CNV/AC-III/2018/1394 from the Office of the Additional Collector-III, North Goa District, Mapusa, Goa.
- (d) N.O.C for construction from Director of Health Services, Primary Health Centre, Candolim-Goa.

The DEVELOPERS CUM VENDOR have prepared a scheme for development of some villas in the said property to be known as “**TABRA VILLAS**”.

The PURCHASER after examining the plans of construction, specifications of the villa to be constructed on said property as well as the title of the DEVELOPERS CUM VENDOR to the said property and on being satisfied with the same has approached the DEVELOPERS CUM VENDOR indicating his willingness to purchase the villa identified as Villa No. _ admeasuring _ sq. mts. in the property bearing Survey No. 6/4-A of Village Arpora-Nagao. and the Residential Villa to be constructed thereon identified as Villa No.

_ constructed therein having carpet area____ i.e. a super built up area of ____ sq.mts.which is described in detail in Schedule - II hereinafter written and hereinafter referred to as the SAID RESIDENTIAL PREMISES.

The DEVELOPERS CUM VENDOR has accordingly agreed to sell the SAID RESIDENTIAL PREMISES to the PURCHASER for a consideration of Rs. _____/- (Rupees _____ only) and subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1.PREMISES :

- (a) The DEVELOPERS CUM VENDOR shall sell to the PURCHASER, the SAID RESIDENTIAL PREMISES to be constructed on said property bearing Survey No. 6/4-A of Village Arpora-Nagao, which Residential Villa is identified as Villa No. _ to be constructed in accordance with the specifications contained in Schedule –IV hereafter written, which Villa is described in detail in Schedule- II hereafter written to be constructed on the said property described in Schedule I which Villa is shown in the plan annexed hereto.
- (b) The DEVELOPERS CUM VENDOR shall provide to the PURCHASER car parking within the area occupied by Villa No. _ as indicated in the plan annexed hereto.
- (c) This Agreement shall not bar or restrict the right of the DEVELOPERS CUM VENDOR to sell and or construct in the remaining area or undivided share in the SAID PROPERTY to or for

any other person/s at the sole discretion of the DEVELOPERS CUM VENDOR.

- (d) The PURCHASER hereby confirms that he has verified the title of the DEVELOPERS CUM VENDOR and the owners of the property as specified in the agreement of sale mentioned above and only on being fully satisfied about such title, the PURCHASER has entered into this Agreement. The DEVELOPERS CUM VENDOR shall at all times allow the inspection of the title documents by the PURCHASER by making the same available to him at such place as may be intimated by the DEVELOPERS CUM VENDOR on receipt of written request from the PURCHASER. The inspection of documents would not be permissible after taking possession of the SAID RESIDENTIAL PREMISES. The original document shall always be the property of the DEVELOPERS CUM VENDOR and the PURCHASER shall be entitled to take only copies of the same at his own cost.

2. CONSIDERATION :

- (a) In consideration, the PURCHASER agree to pay a sum of Rs. _____/- (Rupees _____ only) for the purchase of the SAID RESIDENTIAL PREMISES and agrees to effect the payment to the DEVELOPERS CUM VENDOR as per the mode for payment specified in Schedule -III on or before the dates provided therein, time of payment being the essence of this agreement.
- (b) The above said sum of Rs. _____/- (Rupees _____ only) includes the cost of the Villa no __ admeasuring _ sq. mts.
- (c) All the taxes etc. including Service tax, VAT etc. or any other statutory dues like GST that may become applicable hereafter as

applicable and payable with regard to the SAID RESIDENTIAL PREMISES shall be borne by the PURCHASER.

- (d) Without prejudice to DEVELOPERS CUM VENDOR other rights under this Agreement and/or in law, the PURCHASER shall be liable to pay to the DEVELOPERS CUM VENDOR, interest at the rate of 1.5% per month compounded monthly, on all amounts due and payable by the PURCHASER under this Agreement, if any such amount remains unpaid for thirty days or more after becoming due and until the Agreement is terminated by the DEVELOPERS CUM VENDOR undersub-clause (e) below.
- (e) If the PURCHASER commit/s default in payment of any of the installments aforesaid on the respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the DEVELOPERS CUM VENDOR shall, without prejudice to the other rights, be at liberty to terminate this agreement by giving a prior written notice of thirty days. The DEVELOPERS CUM VENDOR shall however, on such termination, refund to the PURCHASER the amounts, if any which may have till then been paid by the PURCHASER, after deducting 10% of the purchase price plus interest as specified in clause (d) above, without any further amount by way of interest or otherwise.
- (f) On the DEVELOPERS CUM VENDOR terminating this Agreement under this clause, the DEVELOPERS CUM VENDOR shall be at liberty to SELL off the SAID RESIDENTIAL PREMISES i.e. the said Villa No. _ to any other person as the DEVELOPERS CUM VENDOR deem fit, for such consideration as the DEVELOPERS CUM VENDOR may determine and the PURCHASER shall not be

entitled to question this act of the DEVELOPERS CUM VENDOR or to claim any amount from the DEVELOPERS CUM VENDOR.

- (g) The DEVELOPERS CUM VENDOR shall have a first lien and charge on the SAID RESIDENTIAL PREMISES agreed to be purchased by the PURCHASER in respect of any amount due and payable by the PURCHASER to the DEVELOPERS CUM VENDOR under the terms and conditions of this Agreement.

3.CHANGES:

- (a) The DEVELOPERS CUM VENDOR will not accept any changes or additions to the SAID RESIDENTIAL PREMISES in the outer facade.
- (b) Any changes or additions or extra items, if requested by the PURCHASER shall be accepted at the sole discretion of the DEVELOPERS CUM VENDOR, cost of which shall be paid extra by PURCHASER, in advance & in the manner determined by the DEVELOPERS CUM VENDOR. In such an event the time limit for handing over the SAID RESIDENTIAL PREMISES shall stand revised as decided by the DEVELOPERS CUM VENDOR.

4.POSSESSION, USE AND MAINTENANCE OF THE SAID RESIDENTIAL PREMISES:

- (a) Subject to clause 3 above and timely payment of the consideration amount as agreed vide Schedule III hereinbelow written, the DEVELOPERS CUM VENDOR shall deliver the possession of the SAID RESIDENTIAL PREMISES to the PURCHASER on or before

_____, subject to reasonable time required for completion of legal formalities.

- (b) The DEVELOPERS CUM VENDOR shall, by a notice in writing, intimate to the PURCHASER and the PURCHASER shall, within 30 days from the receipt of the notice, take possession of the SAID RESIDENTIAL PREMISES, failing which the PURCHASER shall subject to clause 4 (c) below be deemed to have taken possession of the SAID RESIDENTIAL PREMISES on the 30th day from the receipt of the notice.
- (c) If for reasons other than the ones stipulated hereinabove, the DEVELOPERS CUM VENDOR are unable to or fail to give possession of the SAID RESIDENTIAL PREMISES to the PURCHASER within the date specified in clause 4(a) above, or clause 4(b) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER may give notice to the DEVELOPERS CUM VENDOR terminating the Agreement, in which event, the DEVELOPERS CUM VENDOR shall within thirty days from the receipt of such notice refund to the PURCHASER the amounts if any, that may have been received by the DEVELOPERS CUM VENDOR from the PURCHASER in respect of the SAID RESIDENTIAL PREMISES or arising out of this Agreement. In addition the PURCHASER shall be entitled to claim simple interest @ 10% per annum on each amount paid under Schedule III hereof by him to the DEVELOPERS CUM VENDOR from the date of payment made by the PURCHASER for the delayed possession. In the event of such termination and until such repayments of all such amounts including interest is made, the DEVELOPERS CUM VENDOR shall have no right to allot and dispose off the SAID

RESIDENTIAL PREMISES to any other person for such considerations and upon such terms and considerations as the DEVELOPERS CUM VENDOR may deem fit. Apart from this, the PURCHASER shall have no other claim or right or action against the DEVELOPERS CUM VENDOR for the delayed possession. In the event of termination of this agreement, the DEVELOPERS CUM VENDOR shall be at liberty to allot and dispose off the SAID RESIDENTIAL PREMISES to any other person for such consideration and upon such terms and conditions as the DEVELOPERS CUM VENDOR may deem fit.

- (d) The DEVELOPERS CUM VENDOR shall not incur any liability if they are unable to deliver possession of the SAID RESIDENTIAL PREMISES within the period stipulated in clauses hereinabove if the completion of the scheme is delayed by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God, or if non-delivery of possession as a result of any notice, order, rule or notification of the Government and / or any other public or competent authorities or for any other reason beyond the control of the DEVELOPERS CUM VENDOR and in any of the aforesaid events the DEVELOPERS CUM VENDOR shall be entitled to reasonable extension of time for delivery of possession of the SAID RESIDENTIAL PREMISES.
- (e) The PURCHASER shall use the SAID RESIDENTIAL PREMISE for the purpose of residence only. The PURCHASER is strictly prohibited to use the SAID RESIDENTIAL PREMISES for running the business of (a) Bar, Restaurant or Fast Food Centre, (b) Road Transport Company (c) Any business or profession which involves visits of

many persons to the premises. That in the event the purchaser desires to lease the premises for rental services in that event, a written consent shall be obtained from the developers for that purpose. The PURCHASER hereby gives his express consent to the same.

- (f) The PURCHASER shall from the date of possession, maintain the SAID RESIDENTIAL PREMISES, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or cause to be done any structural changes or break any part of structure or do or suffer to be done anything in or to the SAID RESIDENTIAL PREMISE and/or common passages, or the compound or any other common areas which may be against the conditions or rules or bye-laws of the Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- (g) The PURCHASER is duty bound to maintain the premises as well as surrounding clean. The DEVELOPERS CUM VENDOR so also shall maintain the swimming pool on daily basis and PURCHASER shall pay maintenance charges towards the same
- (h) The PURCHASER shall permit the DEVELOPERS CUM VENDOR and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID RESIDENTIAL PREMISES or any part thereof to view and examine the state and condition thereof and the PURCHASER shall make good, within three months of the DEVELOPERS CUM VENDOR giving a notice in writing to the PURCHASER, all defects, decay and wants of repair, and also for the purpose of repairing any part of the

said property and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.

- (i) The PURCHASER shall not change the appearance as well as colour of the premises of the without prior written consent of the DEVELOPERS CUM VENDOR more so the exterior colour of the premises shall be in tune with the other premises and colour of the said purpose shall be as desire of the DEVELOPERS CUM VENDOR.
- (j) The PURCHASER shall not park any heavy or light heavy vehicles like truck, bus, tempo, etc. within the compound of the SAID PROPERTY

5.DEFECTS:

- (a) Upon the PURCHASER taking possession of the SAID RESIDENTIAL PREMISES, he shall have no claim against the DEVELOPERS CUM VENDOR in respect of any item of work in the SAID RESIDENTIAL PREMISES which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the DEVELOPERS CUM VENDOR shall not be responsible for natural cracks developed in wall, colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.
- (b) Subject to (a) above, any other defect noticed within one year of the possession and attributable to the DEVELOPERS CUM VENDOR,

shall be rectified by the DEVELOPERS CUM VENDOR forthwith at its own cost.

6. OUTGOINGS:

- (a) Infrastructure Tax plus any development/ betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and for giving water connection and electricity connection to the SAID RESIDENTIAL PREMISES or SAID PROPERTY shall be payable by the PURCHASER and the other premises holders of the said property in the manner determined by the DEVELOPERS CUM VENDOR. The PURCHASER agrees to pay to the DEVELOPERS CUM VENDOR within seven days of demand, such charges or deposit.
- (b) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority and share of maintenance charges exclusively pertaining to the SAID RESIDENTIAL PREMISES shall be borne by the PURCHASER, from the date of taking possession, irrespective of whether the PURCHASER has taken the actual possession of the SAID RESIDENTIAL PREMISES or not as specified in clause 4(b).

7. VARIATIONS IN PLANS:

- (a) It is hereby agreed that the DEVELOPERS CUM VENDOR shall be entitled, and are hereby permitted to make such variations and alterations in the above plan or in the layout/elevation of the Villa including relocating all structures/buildings/ and/or varying the

location of the access to the Villa, as the exigencies of the situation and the circumstances of the case may require. This provision shall be considered as consent, if any, in writing of the PURCHASER required by law. The PURCHASER hereby specifically authorizes and / or consents for the sub-division of the said property into two or more as may be deemed fit and proper by the DEVELOPERS CUM VENDOR in their exclusive discretion without assigning any reason whatsoever.

- (b) In the event, on account of change in plans or for any other reasons, the area of the SAID RESIDENTIAL PREMISES is increased, the PURCHASER shall be liable to pay to the DEVELOPERS CUM VENDOR for the extra area, calculated at the rate as agreed in this Agreement. Similarly if the area of the SAID RESIDENTIAL PREMISES is decreased, the DEVELOPERS CUM VENDOR shall be liable to refund to the PURCHASER the amount corresponding to the differential area calculated at the rate as agreed in this Agreement.

8. FORMATION OF ENTITY:

- (a) The DEVELOPERS CUM VENDOR shall assist the PURCHASER and the other premises holders in the SAID PROPERTY in forming an Association of Persons or such other entity for the SAID RESIDENTIAL PREMISES if deemed necessary by all the PURCHASERS of Premises in the SAID PROPERTY.
- (b) It shall be entirely at the discretion of the DEVELOPERS CUM VENDOR to decide whether to form an Association of Persons or any other entity (hereinafter referred to as the 'ENTITY'). However it is

not the obligation of the DEVELOPERS CUM VENDOR to form an Association of Persons or any other Entity.

- (c) The PURCHASER and the persons to whom the SAID RESIDENTIAL PREMISES is let, sub-let, 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 be governed by the laws which may be applicable to the ENTITY.
- (d) The PURCHASER hereby agrees and undertakes to be a member of the ENTITY formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the DEVELOPERS CUM VENDOR the same within 10 (ten) days of the same being intimated by the DEVELOPERS CUM VENDOR to the PURCHASER.
- (e) No objection shall be taken by the PURCHASER if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- (f) The PURCHASER shall be bound, from time to time 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 DEVELOPERS CUM VENDOR and of the other premises holders in the SAID PROPERTY.

- (g) In the event the ENTITY is formed and/or registered before the completion of development of the SAID PROPERTY, the ENTITY and the PURCHASER together with other premises holders shall be subject to the overall authority and control of the DEVELOPERS CUM VENDOR in respect of any matter concerning the SAID RESIDENTIAL PREMISES, or the SAID PROPERTY or this Agreement.
- (h) The DEVELOPERS CUM VENDOR shall be in absolute control of those premises in the SAID PROPERTY which are not agreed to be sold and/or sold to any person. Should the DEVELOPERS CUM VENDOR decide to retain any portion in the SAID PROPERTY they shall join the ENTITY along with the other premises holders.
- (i) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the Advocate of the DEVELOPERS CUM VENDOR.
- (j) All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/deeds of Conveyance or for the formation of the ENTITY shall be borne by the PURCHASERS in such proportion as may be decided by the DEVELOPERS CUM VENDOR and/or the ENTITY.
- (k) In case no Entity is formed for any reason whatsoever, the DEVELOPERS CUM VENDOR shall convey the Said Residential Premises by duly executed Sale Deed of Conveyance. The entire cost of conveyance like stamp duty, registration fees, and other costs and

lawyer fees for drafting of the Sale Deed shall be borne & paid by the PURCHASER.

9. TRANSFER:

- (a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the SAID RESIDENTIAL PREMISES or of the SAID PROPERTY or any part thereof.
- (b) The PURCHASER is aware and agrees that the SAID RESIDENTIAL PREMISES forms a part of the SAID PROPERTY.

10. DEPOSIT FOR COMMON EXPENDITURE AND MONTHLY CONTRIBUTION FOR MAINTENANCE EXPENSES:

- (a) The PURCHASER agrees to pay to the DEVELOPERS CUM VENDOR:
 - (i) By way of non-refundable maintenance deposit, Rs. _____/- (Rupees _____ only) to be paid at the time of taking possession for a period of ____.
 - (ii) Monthly contribution as determined by the DEVELOPERS CUM VENDOR towards maintenance of the SAID PROPERTY and to meet the expenditure pertaining to common electricity, water charges, swimming pool, STP charges cleaning of common areas, security charges, garbage collection and disposal, minor electrical and minor plumbing repairs, cleaning and such other common expenses as the DEVELOPERS CUM VENDOR may decide.

- (b) If the DEVELOPERS CUM VENDOR are of the opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of the SAID PROPERTY, the DEVELOPER CUM VENDOR are authorized to increase the aforesaid deposit or monthly charges from time to time with prior intimation to the PURCHASER and the PURCHASER shall be bound to pay the revised amounts from the effective date mentioned in such intimation. Once an Entity is formed the same shall be subject to the overall authority and control of the Entity.
- (c) The DEVELOPERS CUM VENDOR shall carry out the management and maintenance work of the SAID PROPERTY by themselves or by engaging any other agency of their choice for carrying out the said work which the PURCHASER shall not object.

11. GENERAL:

- a) Provided it does not in any way affect or prejudice the right of the PURCHASER in respect of the SAID RESIDENTIAL PREMISES, the DEVELOPERS CUM VENDOR shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY but subject to the condition that the Transferee confirms in writing to be bound by this Agreement by substituting himself in the place of DEVELOPERS CUM VENDOR.
- b) The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the DEVELOPERS CUM VENDOR may require from it from time to time in this behalf for safeguarding, inter alia, the interest of the DEVELOPERS CUM VENDOR and the PURCHASER.

- c) The PURCHASER shall on the date of signing the agreement notify to the DEVELOPERS CUM VENDOR the address where any letters, reminders, notices, documents, papers etc. are to be served to it. The PURCHASER shall also, from time to time notify any change in its address to the DEVELOPERS CUM VENDOR. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D., or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASER.
- d) The PURCHASER hereby gives his express consent to the DEVELOPERS CUM VENDOR to raise any loans against the said PROPERTY and to mortgage the same with any bank or banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the DEVELOPERS CUM VENDOR at their expenses before the SAID RESIDENTIAL PREMISES is handed over to the PURCHASER.
- e) The PURCHASER agrees that the common areas and facilities referred in this Agreement are the common areas and facilities within the said property and it shall not cover any areas outside such property.
- f) The PURCHASER is aware and agrees that the services to be provided or to be arranged and to be operated by the DEVELOPERS CUM VENDOR in any portion of the SAID PROPERTY or Villas shall not be the facility provided or agreed to be provided to the PURCHASER and that all such facilities the PURCHASER could be availed at cost. The DEVELOPERS CUM VENDOR shall frame

separate Rules and Regulations for all the PURCHASERS to follow in order to make use of services etc.

- g) All disputes which may arise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and, about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, in relation to any matter whatsoever concerning this Agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996. The arbitration proceeding shall be held at Mapusa Goa.
- h) This Agreement is subject to the jurisdiction of Court in Goa, India only.
- i) The possession of the SAID RESIDENTIAL PREMISES shall be given to the PURCHASER only after making the full payment to the DEVELOPERS CUM VENDOR.
- j) The Possession of the SAID RESIDENTIAL PREMISES is not given by this Agreement.
- k) Although the rights of the PURCHASER are restricted to the said Villa no. __, the PURCHASER shall be bound to and hereby agrees to equal contribution of maintenance of roads, sewers, open spaces and all other common facilities and services made available in the said scheme.

The Parties hereby declare that the property in transaction does not belong to the person of Schedule Castes and Schedule Tribe pursuant

to the Notification bearing No. RD/LND/LRC/318/77 dated 21st August 1978 and Circular No. 16/4/2011-RD dated 06/06/2011, issued by the Government of Goa.

SCHEDULE – I

DESCRIPTION OF THE LARGER PROPERTY

ALL THAT property known as “**SHIRMATI**” admeasuring 3140 sq. mts., having survey no. 6/4A situated in the village of Arpora, Taluka and Sub-District of Bardez, District of North Goa not described in the Land registration office nor enrolled in the Taluka Revenue Office, surveyed in the Old Cadastral survey under survey No. 878 & 900 and bounded as under.

East : By survey no. 6/4 and 6/10

West : By survey no. 6/2, 2A, 6/19 and 6/21

North : By survey no. 6/3 and 6/4

South : By survey no. 6/20 and 6/24

SCHEDULE –I I

DESCRIPTION OF THE SAID RESIDENTIALPREMISES

All that SAID RESIDENTIAL PREMISES identified Residential VillaNo. _ constructed therein having a super built up area of ____ sq. mts. as per specifications described in Schedule IV which Formspart of the property in Schedule-Ihereinabove. The said villa is bounded as under:

East:

West:.

North:.

South:

SCHEDULE - III

MODE OF PAYMENT OF CONSIDERATION

Received	Rs. _____/-
On or before	Rs. _____/-
On or before Possession	Rs. _____/-

SCHEDULE -IV

SPECIFICATIONS OF THE SAID RESIDENTIAL
PREMISES

The Structure:

Plaster:

Flooring:

Doors and Windows:

Internal Décor:

External Décor:

Water tanks:

Plumbing and Sanitary:

Electrical Installations:

Parking

Garden

Swimming Pool

Generator:

IN WITNESS WHEREOF the parties hereto have set their hands on the day, the year and place first hereinabove mentioned.

SIGNED AND DELIVERED By the withinnamed
DEVELOPERS CUM VENDOR
FARIA HOSPITALITY PRIVATE LIMITED Represented by its
Director

MS.

SIGNED AND DELIVERED By the withinnamed
PURCHASER

MR

In the presence of:

1.

2