

AGREEMENT FOR SALE

This Agreement for Sale is executed at Mapuca, Bardez- Goa on this of the month of..... of the year 2022,

BETWEEN

1. **MRS.**, son/daughter/wife of, years of age,,, holder of Pan Card bearing No....., Indian National, resident of House No.....

2. **MR.**, Late, years of age,,, holder of Pan Card bearing No....., Indian national resident of ,hereinafter referred to as the 'OWNERS / VENDORS' (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors, executors, administrators and assigns thereof) OF THE FIRST PART;

AND

M/S, a partnership Firm, having its office at H....., bearing PAN No.represented by its partners

- 1.,
- 2.,

Hereinafter referred to as the 'DEVELOPER', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, successors, executors, administrators and assigns thereof) OF THE SECOND PART;

AND

MR., son of, years of age, married, service, Indian National, holder of Pan Card bearing no., Aadhar Card no.resident of, hereinafter referred to as the 'PURCHASER' (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, successors, executors, administrators and assigns thereof) OF THE THIRD PART;

WHEREAS there exists a larger property known as, situated Taluka and Sub District of, District of North Goa, State of Goa, found described in the Land Registration Office of Bardez under No..... and found enrolled in the Taluka Revenue Office of Bardez under No., presently surveyed under Survey No.of Village, admeasuring Sq.mts hereinafter referred to as the Said Larger Property.

AND WHEREAS the Owners/Vendors herein are now the exclusive owners in possession of the Said Property

without any obstruction and encumbrances whatsoever in nature till date,

AND WHEREAS the Owners/Vendors interested in developing the Said Property by utilizing the development potential as per and to the extent permissible under the applicable building laws and regulations presently in force in the State of Goa, by constructing thereon Villas pursuant to the construction plans and approvals to be approved/granted by the concerned planning and development/statutory authorities.

AND WHEREAS the Developer being in the business of development of Real Estate development and construction of buildings/bungalows etc. approached the Land owners evincing its interest to acquire development rights in respect of the Said Property, for the consideration and upon the terms and conditions as would be found mutually agreeable.

AND WHEREAS the Land Owners/Vendors and the Developer had discussions and negotiations between themselves to arrive at a mutual understanding and agreement as regards the terms and conditions upon which the development of the Said Property can be carried out to their mutual benefit.

AND WHEREAS the Land Owners/Vendors have satisfied themselves about the credentials and capabilities of the Developer to plan, execute and carry out the

development works to completion.

AND WHEREAS the Land Owners/Vendors pursuant to such discussions decided to entrust the Developer all the development work in respect of the Said Property, to be executed as per and in accordance with the present Building laws, Rules & Regulations applicable and in force in the State of Goa and pursuant to the plans sanctioned by the concerned authorities, by utilizing present and future development potential and by using present, future F.S.I/ F.A.R in respect of the said property.

AND WHEREAS the Technical Clearance Order was granted by the as per the approved plans,

AND WHEREAS the construction License bearing Ref., was issued by the,

ANDWHEREAS the Developer being desirous of carrying out construction of a residential Villas/Villas and named and styled as “.....”, hereinafter referred to as the **Said Project**, in the Said Property and have obtained the permissions from various authorities to enable them to proceed with the same with such variations and modifications as the Owners/Vendors and Developer may consider it necessary,

AND WHEREAS the Developers has registered the Said Project under the Provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the Said Act) and rules framed there

under Act with the Real Estate Regulatory Authority at Panjim Goa, under No.,

ANDWHEREAS there exists in the Said Project, a Villa bearing **NO.**, admeasuring **Sq. Mtrs** Carpet Area, and **Sq. Mtrs**, and exclusive carpet area of balcony of sq. mts., along with parking, together with the corresponding undivided right title and interest to the Said Property, which Villa is more particularly described in the **SCHEDULE II** herein under written, as shown in the plan annexed hereto, hereinafter referred to as the '**Said Villa**',

ANDWHEREAS the Purchaser being desirous of purchasing the Said Villa in the Said Project has demanded from the Developer and the Owners/Vendors and Developer has given inspection of all title documents, approved plans, construction licenses, designs, drawings and specifications, prepared by the Developer and all such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations made there under, and the Purchaser has entirely satisfied himself as regards to the legality of the aforesaid documents after carrying out due diligence and seeking opinion of his legal advisor,

AND WHEREAS the carpet area as defined under clause (K) of Section 2 of the Said Act of the Said Villa sq. mts.,

ANDWHEREAS the Purchaser has approached the Owners/Vendors and Developer with an offer to purchase the Said Villa more particularly described in the SCHEDULE II hereinunder, together with corresponding undivided, right, share, interest to the Said Property for valuable consideration of **Rs./-(Rupees Only)** which is the present market value.

ANDWHEREAS the Purchaser has made a part payment of Rs./- (Rupees Only) as booking amount, **as provided in section 13 of the Said Act** and has agreed to make the balance payment as per the Schedule III mentioned herein under.

AND WHEREAS under section 13 of the Said Act, the Developer is required to execute a written Agreement for Sale of the Said Flat with the Purchaser and also to register the agreement under the Registration Act, 1908 (Central Act 16 of 1908),

ANDWHEREAS the parties hereto are desirous of recording in writing the terms and conditions as under:

NOW THEREFORE THIS AGREEMENT FOR SALE

WITNESSETH AS FOLLOWS:

- 1) That in pursuance of the forgoing and in consideration as per **SCHEDULE III** having been agreed to be paid by the Purchaser herein and with mutual obligations undertaken by the parties hereto,

the Owners/Vendors and Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Owner/Developer the Said Villa identified as Villa bearing **NO.**, admeasuring **Sq. Mtrs** Carpet Area, and **Sq. Mtrs** , and exclusive carpet area of balcony of sq. mts., along with parking, together with the corresponding undivided right title and interest to the Said Property, more particularly described in the **SCHEDULE II** herein, which shall be constructed with amenities mentioned in **SCHEDULE IV** hereunder written, in a residential project to be constructed on the SAID PROPERTY by the name “.....”, for a total consideration of **Rs...../- (Rupees Only)** subject to the following terms and conditions.

- 2) The PURCHASER has paid a sum of **Rs./- (Rupees Only)** receipt whereof the Developer hereby admits and acknowledges in accordance with **SCHEDULE III** written hereunder and balance sales consideration of **Rs./- (Rupees only)** shall be paid strictly in the mode and time as set out in the said **SCHEDULE III** written hereunder. The payments to be made by the Purchaser in terms of **SCHEDULE III** herein is the essence of this Agreement to Sell, and under no circumstances shall there be any delay or default in the payment of the balance sale consideration. All

payments as per **SCHEDULE III** shall be made by the Purchaser to the Developer without there being any necessity of any demand as and when it is due.

- 3) The price of the Said Villa as stated in Clause (2) above does not include the amounts to be paid by the Purchaser, towards deposits for obtaining Water & Electricity connections, payment of Infrastructure Tax, Cess, VAT and House Tax levied by Panchayat authorities upon completion of the Said Villa, and any other taxes and duties levied by any statutory authority, even hereafter, at the rates prevailing at the time that such payments are required to be made to the concerned authorities. These amounts shall have to be paid by the Purchaser, over & above the price of the Said Villa, stated in Clause (2) above, as and when advised by the Developer and the Purchaser hereby agrees to pay the same.

- 4) In case the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including their proportionate share of taxes levied upon by the concerned local authority and other taxes) and/or the Purchaser committing breach of any of the terms and conditions herein contained, the Owners/Vendors and Developer shall be entitled, at their option, to terminate this Agreement PROVIDED ALWAYS that the power of termination hereinbefore

contained shall not be exercised by the Owners/Vendors and Developer unless and until the Owners/Vendors and Developer shall have given 10 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement, and defaults shall have been made by the Purchaser in remedying such breach or breaches within said 10 days time of notice, PROVIDED FURTHER, that after termination of this Agreement as aforesaid, the Owners/Vendors and Developer shall refund to the Purchaser, the amount, after deducting administrative charges of after deducting 15% of amount so paid within 90 days from the date of such termination from the amounts which may have been till then paid by the Purchaser/s to the Owners/Vendors and Developer but the Owner/Developer shall not be liable to pay to the Villa Purchaser any interest on the amount so refunded. Upon the termination of this Agreement by the Owners/Vendors and Developer and refunding the money to the Purchaser of the Said Villa, as stated above, the Owners/Vendors and Developer shall be at liberty to dispose and sell the Said Villa, to any other person and at such price as they may, in their absolute discretion, think fit. It is agreed between the parties hereto, that in case of such termination of this agreement by the Owners/Vendors and Developer, no separate

instrument of cancellation of this agreement would be required to be executed and the notice of termination itself would be treated to be the cancellation of this Agreement.

- 5) The Developer shall construct the Said Villa, on the Said Property, in accordance with the approved Development Plan, as may be amended, from time to time, as and when found necessary. In the event, on account of change in plans or for any other reasons, the built up area of the Said Villa increases the Purchaser shall be liable to pay to the Owners/Vendors and Developer for the extra increase in area at such rate as may be calculated by the Owners/Vendors and Developer. Similarly if the built up area of the Villa is decreased, the Owners/Vendors and Developer shall be liable to refund to the Purchaser amounts corresponding to the difference in area at such rate as may be calculated by the Owners/Vendors and Developer.
- 6) The Owners/Vendors and Developer shall construct the Said Villa on or before December 2023, with grace period of 3 months. And handover the possession of the Said Villa after obtaining Occupancy Certificate from the concerned authority provided the Purchaser makes the payment of the amounts due and payable to the Owner/Developer as per the said

Schedule of Payment, regularly and by the due dates of payment set out herein.

- 7) The Owners/Vendors and Developer shall not incur any liability if they are unable to deliver possession of the Said Villa by the date stipulated above if the completion is delayed by reason of delay in payment of any or all of the stage payments against the price of the Said Villa as per **SCHEDULE III** hereunder written or water supply or electric power or by 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 normal control of the Vendor / Owner and Developer and in any of the aforesaid events, the Owners/Vendors and Developer shall be entitled to a reasonable extension of time for delivery of possession of the Said Villa, without incurring any liability to compensate the Purchaser for the extension in time, in any manner whatsoever.

- 8) That if for any reasons other than those specified above, the Owners/Vendors and Developer fails or is unable to give possession of the Said Villa to the Purchaser within the time specified above or as mutually extended the Purchaser shall be entitled to serve a notice in writing on the Owners/Vendors and Developer informing the Vendor/Owner and

Developer of his intention to terminate this Agreement and because of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement, and shall give the Owner/Developer 10 days time of receiving such notice to remedy rectify such breaches / defaults. FURTHER, that in the event of termination of this Agreement, the Owners/Vendors and Developer shall refund to the Purchaser, the amount which may have been till then paid by the Purchaser/s to the Owner/Developer along with simple interest of 12% or as per the prevailing State Bank of India rate within 90 days from the date of such termination. Provided however that, if the Purchaser requests for cancellation of this Agreement under any grounds other than those provided hereinabove in this Clause, including grounds of personal difficulties, the Owners/Vendors and Developer shall be entitled to recover a penalty of Rs. 50,000/- (Rupees Fifty Thousand Only) from the amounts which may have been till then paid by the Purchaser, which the Purchaser hereby agrees to. Upon the termination of this Agreement by the Purchaser and the Owners/Vendors and Developer refunding the money to the Purchaser as stated above, no further claim shall be raised by the Purchaser and the Owners/Vendors and Developer shall be at liberty to dispose of the Said Villa to any

other person and at such price as they may, in their absolute discretion, think fit.

- 9) The Owners/Vendors and Developer shall have the first lien and charge on the right, title and interest of the Purchaser in the Said Villa hereby agreed to be purchased by the Purchaser for all the monies that the Purchaser is liable to pay to the Owners/Vendors and Developer under these presents. The Purchaser shall not let, sublet, transfer, assign or part with their interest or benefits under this Agreement until all the dues payable by the Purchaser to the Owners/Vendors and Developer under the terms of this Agreement are fully paid up.

- 10) Upon completion of the Said Flat in all respects in accordance with the terms of this Agreement and mutually agreed subsequent changes in writing the Owner/Developer shall, by a notice in writing intimate the Purchaser about the Said Villa and it being ready for use and occupation by the Purchaser and the various amounts payable by the Purchaser to the Owner/Developer before taking the possession of the Said Villa and the Purchaser shall be liable to pay the said amounts, as may be intimated by the above-said notice, within 7 days of the receipt of such written notice and then take the delivery of the Said Villa by signing the required Possession letter as provided by the Owners/Vendors and Developer. In

the event of failure on the part of the Purchaser to take possession of the Said Villa without any reasonable cause, the Owners/Vendors and Developer shall be entitled, without prejudice to any other remedy available under this agreement or enactment, to put the Said Villa to sell/disposal entirely at the risk as to cost and consequences of the Purchaser. Upon the Purchaser taking possession of the Said Villa, the Purchaser shall have no claim against the Owners/Vendors and Developer in respect of any item of work in the Said Villa which may be alleged not to have been carried out or completed.

- 11) The Owners/Vendors and Developer is permitted to carry out changes, variations and alterations to the said Development Plan. The Purchaser hereby expressly gives his/her consent to such changes, variations and alterations, if any, and this shall be considered as the consent in writing of the Purchaser as required by law.
- 12) The building specifications and fittings to be provided by the Developer in the Said Villa is set out in **SCHEDULE IV**. However, if the Purchaser, due to his/her own personal choice, requires any changes in certain specifications the Developer may cater to such changes subject to payment of the additional costs for such changes. Changes to the specifications shall be

considered as extra amenities and shall be charged over and above the price indicated in Clause (2) of this Agreement. The Purchaser shall be bound to pay to the Owners/Vendors and Developer, the extra cost for the extra amenities provided at the price, which shall be quoted to the Purchaser by the Owners/Vendors and Developer, before undertaking such changes in the Said Villa. Until such time the Said Villa is completed and handed over by the Owners/Vendors and Developer to the Purchaser under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the Said Villa on behalf of the Purchaser, except with the written permission of the Owners/Vendors and Developer which shall be given on a case-to-case basis and on certain terms and conditions, depending upon each case. The decision of the Owners/Vendors and Developer in this regard, shall be final and binding upon the Purchaser.

- 13) The Owners/Vendors has reserved its rights to acquire, avail, claim, use, utilise and consume such other FAR/FSI (Floor Area Ratio/Floor Space Index) either by way of TDR (Transferable Development Ratio) or otherwise, in addition to the one hereinbefore mentioned, for construction of or adding to the building/s constructed on the Said Property, as may be permissible by and in DC Regulations or other concerned statutes and rules.

- 14) The Owners/Vendors shall have preferential/pre-emptory right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/regulation/enactment or the additional one granted and/or allowed there under either by way of TDR, in respect of or relating to or on the Said Property, to which the Purchaser hereby agrees and shall always be deemed to have agreed.
- 15) The Owners/Vendors and Developer shall be, entirely at its option and discretion, entitled to form either (i) one or more Co-Operative Housing Society under the Goa Co-Operative Societies Act or (ii) one or more condominium/s of apartment holders under the provisions of the Goa Act or (iii) one or more companies under the Companies Act, 1956, for each or more buildings being constructed on the said Property.
- 16) The Purchaser has agreed to join the Purchasers of the other premises in the Project "....." to form and register a Co-Operative Housing Society to jointly own the land and manage Villas after its completion by the Owners/Vendors and Developer after the prospective Purchasers have taken possession of their respective Villas, the proposed housing society shall be formed and for this purpose the Purchaser shall sign and execute the necessary forms and applications, papers and documents which are

necessary for formation and registration of the proposed housing society and for becoming its member, including the bye-laws of the proposed housing society duly filled and signed and returned to the Chief Promoter within 7 days of the same so as to enable the Chief Promoter to register the proposed housing society of the Purchaser of the Said Row Villas/ Villas / Shops/Flats in the Said Project in accordance with the Co-Operative Societies Act as applicable to Goa. On such Co-Operative Housing Society being registered, the rights of the Purchaser will be recognized and regulated by the regulations framed but subject always to the terms of this agreement. The Owners/Vendors and Developer shall facilitate and extend co-operation to the Villas Purchasers in forming such a Co-Operative Housing Society but shall not incur any liability towards the PURCHASER herein as well as all other Purchasers in the building whatsoever if such a Co-Operative Housing Society is not formed for reasons beyond Owners/Vendors and Developer / Purchaser/s control.

- 17) No objection shall be taken by the Purchaser if any changes or modifications are made in the approved bye-laws the proposed housing society, as may be required by the Registrar of Co-Operative Societies or any other competent authority.

- 18) In case of formation of a Co-Operative society as mentioned above, each of the Said Villas shall have undivided share of Land in the form of percentage, arrived at on the basis of its saleable built up area to the total saleable built up area of the concerned building and in the common areas and facilities. The Owners/Vendors and Developer shall cause the said submission of the Said Property together with the building thereon, and the said formation of the Co-Operative Society immediately upon final and full completion of the project by the Owners/Vendors and Developer.
- 19) Commencing a week after notice in writing is given by the Owners/Vendors and Developer to the Purchaser that the Said Villa is ready for use and occupancy, the Purchaser shall be liable to bear and pay as from that date, the proportionate share (i.e. in proportion to the area of the said Villa) of all outgoings in respect of the Said Property, namely maintenance of common amenities, local taxes, betterment charges, water charges, insurance, common lights, salaries of watchman, sweepers, gardens, and all other charges which are necessary and incidental to the management and maintenance of the said property until the said housing society is formed. The Purchaser shall pay to the Owners/Vendors and Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees

that till his/her share is determined, he /she shall pay to the Owners/Vendors and Developer provisional monthly contribution towards the out-goings which shall be intimated by the Owners/Vendors and Developer. The amount so paid by the Purchaser to the Owners/Vendors and Developer shall not carry any interest and will be used by the Owners/Vendors and Developer to meet the above outgoings until the said housing society is registered and becomes functional. An interest free deposit shall be made with the Society/entity/organization as and when formed, for maintenance of the Said Project, for the purpose of constituting the maintenance fund. The interest earned from the Said Deposit in the Said maintenance fund shall be used for the purpose of carrying out the maintenance of the Said Project. In case any additional amounts are required, the same shall be contributed by the Purchaser on the basis of actual requirements. Until the formation of an entity for the purpose of the maintenance of the Villa / Project, the Maintenance fund shall be held by the Developer or its nominee.

- 20) The Purchaser agrees that the Owners/Vendors and Developer undertakes maintenance and upkeep of the common areas and other facilities provided in the project known as “.....” or to entrust the same to a property management/maintenance company for management and maintenance of the same. The

Purchaser shall pay a sum of Rs./-(Rupees Only) towards provisional annual contribution of the management and maintenance charges to the Owners/Vendors and Developer for the first 2 (two) years (therefore a sum of Rs./- only) and if the said amount becomes insufficient then the Purchaser shall contribute proportionate sums and charges for such shortage for maintenance of the common area and facilities in the Said Project.

- 21) The Purchaser agrees to bear and pay the proportionate share of outgoings incurred in respect of maintenance of common amenities and facilities provided in the Said Property for further periods.
- 22) The Purchaser has this day paid a sum of Rs......./-(Rupees Only) to the Owners/Vendors and Developer towards the Advocate fee for preparing this agreement. The Purchaser further agreed to pay a sum of Rs......./- (Rupees Only) to the Owner/Developer towards the Advocate fee to prepare the sale/conveyance/transfer deed which is payable at the time of executing the same.
- 23) Upon completion of work specified in Schedule of Payment (SCHEDULE III) hereunder written, the Purchaser shall deposit with the Owners/Vendors

and Developer towards (1) share money, application and entrance fee of the society, (2) proportionate share of taxes and other charges for six months, (3) deposit towards electricity charges and (4) deposit towards water meter, such amount to be intimated to the Purchaser by the Owners/Vendors and Developer in writing.

- 24) If at any time prior to and even after the execution of the Deed of Conveyance, the Floor Area Ratio at present applicable to the said land is increased; such increase shall accrue to the benefit of the Owners/Vendors without any rebate to the Purchaser. In the event of such increase in Floor Area Ratio, the Owners/Vendors shall be entitled to construct additional floors and sell the premises therein to persons/buyers of the Owners/Vendors choice without reference to the Purchaser and/or to the housing society. The Purchaser agrees and undertakes to admit the buyers of the premises in such additional floors as members of the society formed by the Purchaser. The Owners/Vendors reserves the right to alter/change the open space, position of the buildings for consumption of full FAR available.
- 25) All the costs, such as stamp duty, registration fee, transfer fees and any other statutory dues pertaining to the conveyance and transfer of the Said Property to

the Co-Operative Housing Society to be formed later, shall be borne by the Purchaser jointly with the other Purchaser of the Villas, according to the rates prevailing at the time the conveyance is sought to be made. However, in the case of conveyance of the Said Villa, directly to the Purchaser in the absence of a Society, all costs of conveyance, described above, only in respect of the Said Villa, shall be paid by the Purchaser alone, at the rates prevailing at the time of conveyance.

- 26) The Purchaser with the intention to bind and limit all persons into whomsoever's hands the Said Villa, may come, does hereby covenants with the Owners/Vendors and Developer as follows:
- a. That he/she will never ask for partition of the proportionate undivided right to the Said Property.
 - b. That he/she will maintain the Said Villa, at his own cost in good tenantable repair/condition from the date possession of the Said Villa, is taken and shall not do or suffer to be done, anything in or to the Said Project in which the Said Villa, is situated, in any way change/alter or make addition in or to the Said Villa, or any part thereof which may be against the rules, regulations or bye-laws of concerned local or any other authority.
 - c. That he/she shall not store in the Said Villa, any goods which are of hazardous, combustible or dangerous nature, or such other goods the storing of

which is objected to by the concerned local or other authority, or so heavy so as to damage the construction or structure.

- d. That he/she shall carry out at his own cost, all internal minor repairs in the Said Villa, and maintain the Said Villa, in the same condition, state and order in which it was delivered by the Owners/Vendors and Developer to the Purchaser and shall not do any act 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- e. Not to demolish or cause to be demolished the Said Villa, or any part thereof, and/or at any time, make or cause to be made any addition or alteration of whatever nature in, on or to the Said Villa, or any part thereof which may be against the rules and/or which may affect the structural stability/strength of the Villas or any part thereof, nor any alteration in the elevation and shall keep the sewers, drains, pipes in the Said Villa, and 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 Villa, is situated and shall not chisel or in any other manner damage

columns, beams, walls, slabs or RCC part or other structural members in the Said Villa, without the prior written permission of the Owner/Developer and/or the proposed housing Society, after the Villas are conveyed to the said Society.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Villa, in the common passages or any portion of the said property.
- g. To bear and pay infrastructure tax, property tax, house tax, VAT, cess, levies and any other taxes as applicable and water charges, electricity charges, sewage connection charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- h. To bear and pay any taxes, levies, cess, charges on account of change of use of the Said Villa, by the Purchaser, subject always to the approval of the said Society.
- i. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Said Society regarding the occupation and use of the Said Villa, and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j. Till a conveyance as mentioned hereinbefore is executed the Purchaser shall permit the

Owners/Vendors and Developer and its Surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Property or any part thereof to view and examine the state and condition thereof.

- k. That the Said Project so constructed shall, at the instance of the Owner/Developer herein, be named ‘
- l. The open spaces, terrace and the unsold Villas and other structures shall remain the property of the Owner/Developer until the same are transferred to the Society.
- m. To always and at all times, keep open and not to obstruct the free use and enjoyment of the open space, terrace area, staircase, and parking spaces by the Purchaser in the said complex.
- n. The Purchaser shall not use the Said Villa for any other purpose other than for residential purpose only.
- o. That the Purchaser shall not assign and transfer his/her right, title and interest to the present agreement to any other person/institution without the written permission of the Owners/Vendors and Developer.

27) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said undivided share in the Said Property and any part thereof. The Purchaser

shall have no claim save and except in respect of the Said Villa, hereby agreed to be purchased by him and all open spaces, parking spaces, recreation spaces, etc. will remain the property of the Owners/Vendors and Developer, until the Said Property and are transferred to the society as hereinbefore mentioned.

- 28) Any delay tolerated or indulgence shown by the Owners/Vendors and Developer in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser/s by the Owners/Vendors and Developer shall not be construed as a waiver on the part of the Owner/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Owner/Developer.
- 29) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to be served on the Purchaser if sent to the Purchaser by registered post to the Purchaser address specified hereinaabove (Change of address, if any, to be intimated to the Owner/Developer).
- 30) All the questions and matters in difference or dispute between the parties hereto arising under, out of or relating to or in connection with the present Agreement or interpretation of any clause thereof and

the subject matter thereof or as to the rights, duties or liabilities of either of the parties in connection therewith, shall be referred to Sole Arbitration of person mutually agreed to by the parties and failing such mutual agreement within 30 days of one party serving notice on the other party, to agree to person named as Sole Arbitrator by the High Court of Goa. Such Arbitration shall be held in Goa and shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment thereof.

- 31) All the legal expenses inclusive of stamp duty, registration charges, legal fees, sales tax and other miscellaneous incidental expenses, service tax, whenever applicable infrastructure tax proportionate to the built up area in respect of the property shall be borne by the Purchaser. All expenses for the execution of the Agreement for Sale /Deed of Sale or conveyance shall be borne by the Purchaser and the same shall only be done by the lawyer of the Owners/Vendors and Developer.
- 32) The Said Villa is under construction and possession of the same is not given, as on the date of this Agreement.
- 33) Any other reason or reasons beyond the control of the Owners/Vendors and Developer, in case of any

aforesaid events taking place, the Owners/Vendors and Developer will be entitled to reasonable extension of time for the delivery of the said Villa for the use and occupation of the Purchaser.

- 34) Any levy of tax of any nature , including VAT , sales tax, service tax, if levied and becomes payable by the Owners/Vendors and Developer or on the Villa, shall be borne by the Purchaser and accordingly the amount of consideration mentioned in clause 1 above, shall stand increased to that extent. The amount so to be borne by the Purchaser shall be paid by the Purchaser within 20 days of the intimation by the Owners/Vendors and Developer, not with standing the fact that, at any point of time, it may have already been transferred to the Purchaser or its possession handed over to the Purchaser.
- 35) It is further agreed that the Purchaser taking possession of Said Villa being given to the Purchaser, the Purchaser shall have no claim against the Owners/Vendors and Developer of any item of work which may be alleged not to have been carried out or completed once the Purchaser has taken the peaceful possession of the premise.
- 36) Provided that the Owners/Vendors and Developer shall have first lien and charge on the right and interest on the Said Villa for all the monies the

Purchaser is liable to pay in terms of this agreement and the Owners/Vendors and Developer shall always be entitled to re-enter and repossess the Said Villa on the Purchaser's failure to pay the money due from the Purchaser and the Purchaser shall not obstruct, interrupt, restrict, restrain or any case cause any hindrance to the / Owner/Developer for re entry.

- 37) That the Purchaser is allowed the exclusive right to the use of the open space in the front and at the rear of the Said Villa as shown in the plan, further the Said Villa together with the corresponding undivided right title and interest to the Said Property, hereby agreed to be sold to the Purchaser herein as per Schedule II is an impartible right and the Purchaser may never seek partition of the same.
- 38) That the plan of the Said Villa is annexed hereto as Annexure I shall be treated as integral part of this Agreement of Sale.
- 39) That the Vendors /Owners and Developer and the Purchaser hereby declare that the Said Villa and the Said Property in this transaction do not belong to Schedule Caste/Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

- 40) That for the purpose of Stamp Duty the present Deed is executed on stamp paper of the value of Rs. (Rupees Only), being 2.9 % of the consideration.

SCHEDULE - I

DESCRIPTION OF THE SAID PROPERTY

All that immovable property known as '..... situated,, State of Goa, found described in the Land Registration Officeat enrolled in the Taluka Revenue Office of, presently surveyed under Survey No..... of Village, admeasuring Sq.mts and bounded as under :

On the North: .

On the South:

On the West:

On the East:

SCHEDULE - II

ALL THAT VILLA bearing **NO.**, admeasuring **Sq. Mtrs** Carpet Area, and **Sq. Mtrs** ,

and exclusive carpet area of balcony of sq. mts., along with parking, situated in the Project Known as “ _____ ” at Village, Taluka Goa, constructed in the Said Property together with the corresponding undivided right title and interest to the Said Property, more particularly described in the SCHEDULE I hereinabove

SCHEDULE III

PAYMENT SCHEDULE

STAGE	PAYMENT
BOOKING & ALLOTMENT	10%
AFTER EXECUTION OF AGREEMENT	20%
COMPLETION OF THE PLINTH	15%
COMPLETION OF 1 ST SLAB	15%
COMPLETION OF ROOF SLAB	10%
COMPLETION OF WALLS, INTERNAL PLASTER, FLOORING, DOORS and WINDOWS	5%
SANITARY FITTINGS	5%
EXTERNAL PLUMBING AND EXTERNAL PLASTER, ELEVATION, TERRACE WITH WATERPROOFING	5%
WATER PUMP, ELECTRICAL FITTINGS, ELECTRO, MECHANICAL AND ENVIRONMENT REQUIREMENTS, PAVING OF AREAS	10%
ON POSSESSION	5%
TOTAL	100%

- ❖ Actual charges of electricity deposits and bills as and when demanded.

- ❖ Upon handing over the possession of the Said Villa, the Purchaser shall be liable to pay a sum of Rs...../- per annum as additional maintenance charges till the formation of the cooperative society and until the rates are further revised by the co-operative society.

SCHEDULE IV

(SPECIFICATION OF THE SAID VILLAS)

Structure- The skeleton of beams, columns and slabs shall be of Reinforced cement concrete, which consists of high quality steel rods, cast along with M20 grade of concrete. PVC sheeting shall be provided for plinth as vapour barrier.

Walls- The external walls are made up of laterite stone blocks/concrete blocks/clay/brick blocks, coated with a double layer of sand faced cement plaster and rain proof paint. The internal walls are made up of clay bricks, coated with a single layer of sand faced plaster and rendered with cement plast, primer and paint.

Roof Slab/Flat Slab- A layer of waterproofing compound (Shikka) shall be applied to the roof slab and then covered with Manglore tiles.

Flooring- Vitrified Tiles / VC Series shall be used for flooring .Bathroom tiles for walls and flooring- Flooring shall be of non-skid ceramic tiles. Walls will have glazed tiles up to ceiling height.

Woodwork-

- a) Main Door: Main door frame and shutter of Teak wood
- b) Internal doors: Frame will be of good quality hard wood. Door shall be of Fibre skinned/ Compressed doors.
- c) French doors/shutters shall be of white UPVC / Aluminium
- d) Window frames and shutters shall be of white UPVC / Aluminium

All woodwork will be varnished or painted. All windows will be provided with shutters glazed with distortion free float glass.

Woodwork Fittings- All fittings such as handles, tower bolts and hinges will be of brass.

Electrical fittings- All wiring will be multi-strand, fire resistant, double insulated and concealed. 3-phase power will be provided, along with adequate number of light points, fan points, power points, switches and sockets in each room, provisions for inverter. AC provision shall be provided in all the rooms required. (lampshades and fans shall not be provided)

Sanitary fittings- The entire plumbing system will be completely concealed. All sanitary fittings such as cisterns, faucets and washbasins will be of ceramic with White as the base colour. Washbasins and showers will be provided .

Kitchen Platform- The kitchen platform shall be of polished granite with a wall tile backdrop. A Single bowl (medium size) sink shall be provided along with hot & cold mixer taps. Built in power sockets for fridge, microwave, oven, hob and washing machine shall be provided. Plumbing provision for washing machine shall also be provided. (Appliances etc not provided)

Paint- Exterior surfaces shall be painted with weatherproof paint and the interior surfaces with acrylic emulsion.

Gardens- The lawns and gardens are professionally landscaped and tended. The garden pathways will be paved with stone slabs and illuminated with lighting.

Water Supply- Through CPVC pipes down take from an overhead storage tank and ground level sumptank of adequate capacity fed by Government water department and well constructed on site.

Garden and Landscaping- The entire area around the villa shall be landscaped with lawn. Flower beds and decorative plants shall be provided in certain areas. The garden shall have paving wherever required.

Garden Illumination- Garden light fittings mounted on the compound wall shall be provided along the periphery

IN WITNESSS WHEREOF the parties hereto have set their hands on the date and at the place first hereinabove mentioned.

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED

OWNERS/VENDORS

LHP

RHP

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED

DEVLOPER
PARTNER No. 1

LHP

RHP

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED

DEVLOPER
PARTNER No. 2

LHP

RHP

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED

PURCHASER

LHP

RHP

In the presence of:

1)

2)