

## **DEED OF SALE**

THIS DEED OF SALE is made at Mapusa, Bardez-Goa on this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen by and

### **BETWEEN:**

**SPECTRUM DEVELOPERS**, a Partnership firm having its Office at Laxminarayan Villa, Prof. Almeida Road, Bandra (West) Mumbai, 400 050 duly represented by its Partners:

(1) **MR. SUDHIR LOBO**, son of Sidney Peter Lobo, aged 45 years, married, businessman, holding Pan Card no. AAAPL1236H, Indian National, residing at 62 Mystique, 129 St. Cyril Road, Bandra West, Mumbai 400050;

(2) **MR. ROHIT LOBO**, son of Sidney Peter Lobo, 49 years of age, married, businessman holding Pan Card no. AAAPL1235E, Indian National, residing at 41 Jercelle, 187-A, Perry Road, Bandra West, Mumbai 400050, hereinafter referred to as "**THE BUILDERS/VENDORS**" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **ONE PART**;

### **AND**

**Shri./Smt.** \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_\_ years, married\_\_\_\_, service\_\_\_\_, holding PAN Card no.\_\_\_\_\_, Indian National, resident of \_\_\_\_\_ hereinafter referred to as "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

That the Builders/Vendors has represented to the Purchaser/s as under:

A. That there exists a property totally admeasuring 2550 sq. mts. comprising of two plots identified as Plot bearing survey no. 451/1-B and 451/1-G of Village Anjuna, each admeasuring 1275 sq. mts. and both the plots lying adjacent to each other situated at Anjuna, within the limits of Village Panchayat Anjuna, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa hereinafter referred to as THE SAID PROPERTY and is described in detail in the Schedule I hereunder.

B. That the said property forms part and parcel of the larger property known as **“LANTEMUNOGA” OR “CANTEMUNGO” OR “SAKHALACHI BHAT”**, surveyed in the survey records of the village of Anjuna under survey no. 451/1 and bounded as follows :-

**EAST:** By property bearing survey no 451/2, 451/4, 451/5

**WEST:** By property bearing survey no 452

**NORTH:** By Public Road

**SOUTH:** By Public Road

The property bearing survey no 451/1 shall herein after be referred to as the **“LARGER PROPERTY”**.

C. That the said larger property originally was owned and possessed by late Cipriano Francisco Jose Bento Pereira alias Frank Pereira.

D. That the said Cipriano Francisco Jose Bento Pereira alias Frank Pereira was married without ante nuptial contract to Alice Julia Leopoldina Noronha Pereira alias Alice Pereira.

E. That the said Cipriano Francisco Jose Bento Pereira alias Frank Pereira expired on 16/07/1956 leaving behind his moiety holder said Alice Julia Leopoldina Noronha Pereira alias Alice Pereira and following children as his sole and universal heirs:

- i. Gertrudes Cicilia Pereira
- ii. Antonio Vincete Pereira
- iii. Rafael Pereira

- iv. Maria Felicidade Antoniete Pereira
  - v. Neville Peter Pereira alias Neville Pedro Pereira
  - vi. Inacio Oscar Pereira
  - vii. Maria Welhelmina Nicolette Pereira
- F. That upon death of Cipriano Francisco Jose Bento Pereira alias Frank Pereira, inventory proceedings came to be instituted in the Civil Court of Bardez Division and in the said inventory proceedings one of the property listed was the said larger property at item no. 1.
- G. That in the said inventory proceedings half of the said larger property came to be allotted to his widow Smt. Alice Julia Leopoldina Noronha Pereira alias Alice Pereira and the balance half was allotted to all his legal heirs referred to above in equal proportion.
- H. That by Deed of Gift dated 31/3/1987 registered in the Office of Sub-Registrar Bardez under no. 101, Volume no. 121 dated 11/1/1989, said Smt. Alice Julia Leopoldina Noronha Pereira alias Alice Pereira gifted her share in the said larger property unto:
- 1. Smt. Gertrudescecilia Rosa Mc Mahon Nee Pereira
  - 2. Shri. Antonio Vicente Pereira
  - 3. Smt. Hildegard Pereira Nee Hoeing
  - 4. Smt. Maria Felicidade Antoniete D'Costa Nee Pereira
  - 5. Shri. Neville Peter Pereira alias Neville Pedro Pereira
  - 6. Shri. Inacio Oscar Pereira
  - 7. Smt. Maria Welhelmina Nicolette Pereira
- I. That pursuant to the said Deed of Gift dated 31/3/1987 the afore referred persons who are Donees in the said Deed of Gift dated 31/3/1987 became absolute owners in possession in respect of the said larger property.
- J. That in pursuance of mutual understandings arrived between the said parties, the said larger property was agreed to be partitioned between the heirs of late Cipriano Francisco Jose Bento Pereira and Alice Julia Leopoldina Noronha Pereira dividing the said property in seven plots,

each plot admeasuring 1275 sqmts and in pursuance of the mutual understanding arrived between them, each of the legal heirs referred to above was allotted distinct and independent subdivided plots of the said larger property, two of such plots came to be allotted to Shri. Neville Peter Pereira alias Neville Pedro Pereira and Mrs. Hildegard Kornelia Pereira.

- K. That accordingly pursuant to the mutual understanding arrived between the parties, the said larger property, came to be partitioned in the survey records pursuant to the order dated 10/1/1992 passed by the Deputy Collector and Sub Divisional Officer Mapusa in case bearing no. 15/14/91-PART/LAND under the provisions of Land Revenue Code and independent survey holdings were carved in the survey records of the Village of Anjuna and pursuant to the orders passed in the said partition proceedings the plot allotted to Shri. Neville Peter Pereira alias Neville Pedro Pereira came to be surveyed under survey no. 451/1-B and plot allotted to Mrs. Hildegard Kornelia Pereira came to be surveyed under survey no. 451/1-G.
- L. That by Deed of Gift dated 24/1/2005 executed in the office of Sub Registrar Bardez and registered under no. 291 at pages 270 to 278 of Book-1, Volume 1212 on 10/02/2005, the said plot and house standing thereon surveyed under survey no. 451/1-G came to be gifted by Hildegard Kornelia Pereira in favour of Shri. Neville Peter Pereira alias Neville Pedro Pereira.
- M. That said Shri. Neville Peter Pereira alias Neville Pedro Pereira was married to Mrs. Leslie Sandra Pereira under the regime of communion of assets as per the Portuguese Civil code.
- N. That by a Deed of Sale dated 27<sup>th</sup> January 2016 said Shri. Neville Peter Pereira alias Neville Pedro Pereira and his wife Mrs. Leslie Sandra Pereira sold and or conveyed the said plot surveyed under survey no. 451/1-B in favour of the Builders/Vendors herein which Deed is duly registered under Book No.1 Document, Registration no.

BRZ-BK1-00467-2016 CD no. BRZD777 dated 29-01-2016 in the Office of Sub-Registrar Bardez.

- O. That by another Deed of Sale dated 2<sup>nd</sup> April 2016, registered under Book No.1 Document, Registration no. BRZ-BK1-01676-2016 CD No.BRZD778 dated 04-04-2016 in the Office of Sub-Registrar Bardez, said Shri. Neville Peter Pereira alias Neville Pedro Pereira and his wife Mrs. Leslie Sandra Pereira transferred and or conveyed the said plot surveyed under survey no. 451/1-G to the Builders/Vendors herein as such by virtue of the said two Sale Deeds dated 27<sup>th</sup> January 2016 and 2<sup>nd</sup> April 2016, the Builders/Vendors herein became the absolute owners in possession of the said property described in Schedule I herein.
- P. The two plots that is Plot No. 451/1-B and Plot No. 451/1-G together shall be hereinafter referred to as 'the project land'.
- Q. The Builders/Vendors has absolute, clear and marketable title to 'the project land' and that except for the Builders/Vendors there are no other person/s who can have claim over 'the project land'.
- R. The Builders/Vendors has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at \_\_\_\_\_ under No. \_\_\_\_\_; authenticated copy is attached in Annexure \_\_\_\_.
- S. The Builders/Vendors are developing 'the project land' by constructing thereon upto 12 (Twelve) residential Villas as a single Complex known as '**LA CAPELLA**' with some value added facility such as swimming pool.
- T. The Builders/Vendors have appointed TULIO DE SOUSA as Architects, registered with the Council of Architects & AUXILIO J. S. RODRIGUES as Structural Engineers for the preparations of structural designs and drawings of the Villas and the Builders/Vendors accept the

professional supervision of the said Architects and Structural Engineers in the completion of the said Villas.

- U. The Builders/Vendors have applied for and obtained from the Office of Collector North Goa Sanad under no. 4/19/CNV/AC-III/2016/596 dated 23/05/2017 for conversion of the said property.
- V. The Builders/Vendors have obtained from the Village Panchayat of Anjuna Construction Licence under No. VP/ANJ-CAI/2017-2018/434 dated 5/05/2017 for construction of residential villas in 'the project land' and the Builders/Vendors herein, accordingly, is carrying out the construction of a Complex in the name and style of "**La Capella**" comprising of various villas in the project land better described in Schedule I hereto.
- W. The project land is not the subject matter of any notice for acquisition and/or requisition under the Land Acquisition and/or Requisition Act.
- X. The Builders/Vendors have not entered into any prior arrangements or agreements in respect of said residential villa with any other person or done any act or deeds by which the Builders/Vendors is precluded from entering into the present agreement with the Purchaser/s, and covenant with the Purchaser/s that the Builders/Vendors shall not do so hereinafter.
- Y. A copy of the Certificate of Title issued by the Advocate of the Builders/Vendors, copy of Form I & XIV in respect of the project land and the copies of the Villa plans and specifications & amenities of the said residential villa agreed to be allotted by the Builders/Vendors to the Flat Purchaser/s approved by the concerned local authority have been annexed hereto and marked **Annexures - 'A', 'B', 'C', & 'D'** respectively.
- Z. While sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders/Vendors while developing the project land and the said

Complex and upon due observance and performance of which only the completion or occupancy in respect of the said Complex shall be granted by the concerned competent authority.

- AA. The Builders/Vendors further declares and confirms that the Builders/Vendors have not created any third party rights and/or interests of whatsoever nature in respect of the said residential villa in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien, pledge or any other mode, whatsoever, and covenant with the Purchaser/s that they shall not do so hereinafter.
- BB. The Purchaser/s has approached the Builders/vendors for purchase of residential villa No. \_\_\_\_\_ in the Complex known as La Capella being constructed on the project land along with one car park.
- CC. Based on the said representations made by the Builders/Vendors to the Purchaser/s and believing the same to be true and correct, the Purchaser/s has approached the Builders/Vendors to buy said residential villa No. \_\_\_\_ along with corresponding undivided proportionate share in the land which is better described in Schedule II.

**NOW THIS DEED OF SALE WITNESSETH:-**

1. The Builders/Vendors are developing 'the project land' by constructing thereon upto 12 (Twelve) residential Villas as a single Complex known as 'LA CAPELLA' situate on Plot bearing survey no. 451/1-B and 451/1-G, Anjuna, Bardez Goa.
2. The Builders/Vendors shall construct the said residential villa consisting of ground and one upper floor on the project land in accordance with the plans, designs and specifications as approved by

the concerned competent authority from time to time wherever applicable.

3. The Purchaser/s has/have seen the proposed plans and also the particulars of the specifications in accordance with which, the said residential villa is to be constructed. The Builders/Vendors shall make such changes in the said residential villa plans as required and when necessary and as shall be approved by the concerned competent authority(s), and other concerned authorities and the Purchaser/s hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser/s to the Builders/Vendors for carrying out such changes and additions in the said residential villa plans, subject to not prejudicially affecting the rights of the Purchaser/s in respect of the said residential villa under this Agreement. The said residential villa will be constructed in accordance with the plans and the specifications contained in the Schedule hereto annexed and marked **Annexure - 'D' respectively**. The Builders / Vendors shall however obtain prior consent in writing of the Purchaser/s in respect of variations and modifications which may affect the said residential villa agreed to be allotted to the Purchaser/s as hereafter stated.
4. The Purchaser/s hereby agrees to purchase from the Builders/Vendors and the Builders/Vendors hereby agrees to sell to the Purchaser/s one of the said residential villa proposed to be constructed in the project land namely residential villa bearing no. \_\_\_\_\_ having carpet area of \_\_\_\_\_square meters, including balcony area \_\_\_\_\_square meters and terrace area \_\_\_\_\_ square meters, (hereafter referred to as “the said residential Villa” in the Complex ‘La Capella’ as shown in the plans thereof hereto annexed for a sum consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) exclusive of applicable taxes, duties, levies, fees, Goods and Service Tax, levies etc. due and payable at the time of entering into this Agreement.
5. The Purchaser/s agrees/s to pay the said consideration as under:



- i. Rs. \_\_\_\_\_/- As & by way of earnest money on or before the execution of this Agreement the payment and receipt whereof the Builders/Vendors doth hereby admit and acknowledge;
- ii. Rs. \_\_\_\_\_/- 45 days from above payment
- iii. Rs. \_\_\_\_\_/- On completion of the plinth
- iv. Rs. \_\_\_\_\_/- On completion of the 1st Slab
- v. Rs. \_\_\_\_\_/- On completion of the Roof
- vi. Rs. \_\_\_\_\_/- On completion of the Brickwork
- vii. Rs. \_\_\_\_\_/- On completion of the Plastering
- viii. Rs. \_\_\_\_\_/- On completion of the Tiling
- ix. Rs. \_\_\_\_\_/- Being the balance of the purchase price at the time of possession

6. The Total price is escalation-free, save and except escalation / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Builders/Vendors undertakes and agrees that while raising a demand on the Purchaser/s to increase in development charges, cost, or levies imposed by the competent authorities etc., the Builders/Vendors shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
7. It is clarified and agreed between us that the time for making payments of the aforesaid installments of the Purchase Price as mentioned in Clause 5 is of the essence; and any delay in making the aforesaid payment/s, after their respective due dates will be charged interest

thereon at such rate of interest per annum, as mentioned in the said Rule of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 (“**RERA Rules**”) (“**the Agreed Interest Rate**”).

8. The Builders/Vendors agree to give possession of the said residential villa to the Purchaser/s on or before the 31<sup>st</sup> December 2019 subject to availability of cement, steel, water for construction or other building materials and subject to strike civil commotion or Act of God such as earthquake, flood or any other natural calamities and act of enemy or other cause beyond the control of the Builders/Vendors.
9. The Builders/Vendors do hereby covenant with the Purchaser/s as under:
  - i. That the Builders/Vendors have a clear valid and marketable right, title and interest to the said residential villa described in Schedule II and are entitled and authorized to sell/alienate the same unto the PURCHASER/S.
  - ii. The Builders/Vendors 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. The Builders/Vendors covenant with the Purchaser/s that there are no suits, proceedings or litigation pending in any Court as on date concerning, touching, and affecting the said residential villa described in Schedule II and the said property better described in Schedule I hereto.
  - iv. The Builders/Vendors have not entered into any agreement for sale of the said residential villa along with the proportionate undivided share in the land hereby conveyed in favour of any person save and except for the verbal agreement with the Purchaser/s, which the Builders/Vendors have entered into which resulted into this transaction.

- v. That the Builders/Vendors shall at all times assure the Purchaser/s that the Builders/Vendors would do all that is required for better assuring and/or conveying the title and possession of the said residential villa in favour of the Purchaser/s, at the cost and expense of the Purchaser/s.
  - vi. That the said residential villa is not the subject matter of any attachment and/or notice of attachment for any arrears of Land Revenue or any statutory dues to the Government or any Statutory Authority.
  - vii. The Builders/Vendors covenant to the Purchaser/s that no loans and/or advances have been obtained from any person or persons, banks, financial institutions or any other third party by mortgaging or creating a security interest in the said residential villa described in Schedule II and/or against collateral security thereof.
  - viii. The Builders/Vendors covenant to the Purchaser/s that there is no restraint either under the Income Tax Act or Gift Tax Act or any other statute from selling or transferring the said residential villa described in Schedule II.
  - ix. The Builders/Vendors covenant that no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, mortgage, equitable or otherwise, gift, trust, inheritance, tenancy, licence, lien, or otherwise howsoever, in the said residential villa described in Schedule II and they are competent and entitled to sell and transfer the same in the manner provided in these presents.
10. The Builders/Vendors hereby accord their no objection to the Purchaser/s after taking possession of the said residential villa to carry out mutation in respect of the said residential villa described in Schedule II hereto, by deleting the name of Builders/Vendors appearing in the survey records and to include the name of the Purchaser/s as occupant thereof in respect of the said residential villa

along with the proportionate undivided share corresponding to said residential villa hereby purchased, and the Builders/Vendors hereby Covenant that they shall do all that is required to ensure that the name of the Purchaser/s is entered into the Record of Rights as occupants of the said residential villa described in Schedule -II by way of mutation.

11. The Builders/Vendors hereby accord their no objection to the Purchaser/s after taking possession of the said residential villa to transfer the House tax in respect of the said residential villa described in Schedule II in the name of Purchaser/s.
12. The Builders/Vendors hereby accord their no objection to the Purchaser/s after taking possession of the said residential villa to transfer the Electricity connection and water connection in respect of the said residential villa described in Schedule II in the name of the Builders/Vendors to the name of Purchaser/s.
13. The Purchaser/s do hereby covenant with the Builders/Vendors as under:
  - i. The Purchaser/s do hereby indemnify and keeps the Builders/Vendors forever indemnified against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Purchaser/s or his/her/their representative/s or any person/s visiting the Purchaser/s or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Purchaser, before or after taking possession of the said residential villa better described in Schedule II hereto.
  - ii. The Purchaser/s declares that the Purchaser/s shall use the said residential villa only for the purpose of residence. The Purchaser/s shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

- iii. The Purchaser/s further declares that the Purchaser/s shall, from the date of possession, maintain the said residential villa, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said residential villa 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 Municipal Council 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.
- iv. The Purchaser/s hereby agrees that upon the Purchaser/s taking delivery of the said residential villa, the Purchaser/s shall have no claim against the Builders/Vendors in respect of any item of work in the said residential villa which may be alleged not to have been carried out or completed. Similarly, the Builders/Vendors shall not be responsible for colour/size variations in paintings, flooring tiles, glazed tiles, any natural stones, like marble, granite, any sanitary fittings, etc.
- v. The Purchaser/s hereby covenants that the Infrastructure tax of built up area, or any development/betterment charges Service Tax, Goods & Service Tax or deposits if demanded by or to be paid to the Village Panchayat Anjuna, Bardez Goa any other Competent Authority incidental to the said residential villa shall be paid by the Purchaser/s in the manner to be determined by the Builders/Vendors. The Purchaser/s agree/s to pay to the Builders/Vendors within fifteen days of demand, such share of the Purchaser/s of such charges or deposit.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said residential villa in the compound or any portion of the said project land and Complex in which the said residential villa is situated.

- vii. 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 Complex in which the said residential villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
  - viii. The Purchaser/s 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 residential villa until all the dues payable by the Purchaser/s to the Builder/Vendor under this Agreement are fully paid up.
  - ix. The Purchaser/s hereby undertakes to make payment of any taxes, charges or outgoings levied by the Village Panchayat Anjuna Bardez Goa or any other Competent Authority exclusively pertaining to the said residential unit.
  - x. The parties to this deed do hereby agree that Builders/Vendors shall have the exclusive option to form any Entity/Society/Association/Company for the purpose of maintenance of the said Complex which shall be managed by the said entity.
  - xi. The Purchaser/s confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the said property and of the plans/approvals/licenses relating to the said residential villa and the project land.
  - xii. The Purchaser/s also confirm/s having taken physical inspection of the said property and the plans of the said residential villa and satisfied himself / herself / themselves as to its size, area, location and dimensions.
14. The Purchaser/s along with other Purchaser/s of Residential Villas in the Complex La Capella shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builders/Vendors may decide and for this purpose also

from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Builders/Vendors so as to enable the Builders/Vendors to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15. Commencing from the date the Builders/Vendors complete the Said Residential Villa in all respects as per this Agreement and offer possession thereof after obtaining occupation certificate for the said Complex and so long as the said Residential Villas in the said Complex shall not be separately assessed for local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries or clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Complex the Purchaser/s shall pay to the Builders/Vendors Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) every month towards his/her/their share assessed on the whole Complex, such proportion to be calculated on the basis of the area of the Said Residential Villa allotted to the Purchaser/s. The Purchaser/s shall prior to taking possession of his/her Said Residential Villa pay to the Builders/Vendors a sum of Rs.\_\_\_\_,000/- (Rupees \_\_\_\_\_ only) i.e. Rs. \_\_\_\_,000/- per month x 6 months advance to be held by the Builders/Vendors as deposit without interest and the Builders/Vendors shall be entitled to utilize monies from such deposit towards payment of taxes, and other outgoings in the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by them. After the Association/ Society or other entity of the Purchaser/s as aforesaid shall

have been formed the Builders/Vendors shall hand over the said deposit or the balance thereof to such proposed Association or Society.

16. The Purchaser/s shall at the time of making payment of the installment mentioned in clause 4 deposit with the Builders/Vendors the following amounts:

- i. Rs. 12,000 towards Legal Charges;
- ii. Rs. 7,000 as charges towards formation/registration of the proposed Association;

**Total Rs. 19,000**

The Builders/Vendors shall utilize the sum of Rs.19,000/- (Rupees Nineteen Thousand only) for meeting all legal costs and expenses in connection with the formation of the said Association preparing its rules, regulations and bye-laws and the costs of preparing and engrossing this Agreement and the Assignment. In case of deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Builders/Vendors his/her/their share to make up such deficit.

17. The Purchaser/s shall be bound to sign all the papers and documents and do all the things and matters as the Builders/Vendors may require from him / her / them from time to time in this behalf for safeguarding interalia the interest of the Builders/Vendors and the Purchaser/s.
18. If within a period of five years from the date of handing over the said residential Villa to the Purchaser/s, the Purchaser/s brings to the notice of the Builders/Vendors any structural defect in the Villa or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Builders/Vendors at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Builders/Vendors, compensation for such defect in the manner as provided under the Act. In case the Purchaser/s carry out any work within the said residential Villa after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Villas, then in such an event the Builders/Vendors shall not



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

19. The Purchaser/s shall subject to the other terms and conditions herein have the right to let sublet, sell, gift, assign, convey, transfer, mortgage the said unit to any person/s of his choice or deal with or dispose of or part with in any manner whatsoever or assign, underlet or part with as aforesaid his / her / their interest under the benefit of this Agreement but only after all the dues payable to the Builders/Vendors under this Agreement are fully paid up, and only if and after the Purchaser/s has rectified any defaults of any of the terms, conditions covenants of this Agreement and provided the subletting conditions are fulfilled and approved by the Builders/Vendors.
20. The Builders/Vendors hereby declare that the said residential villa along with the proportionate undivided share in the land described in Schedule II does not belong to Schedule Caste/Schedule Tribe pursuant to the notification No. RD/LAND/LRC/18/77 dated 21/08/1978.
21. For the purpose of Stamp Duty, the market value of the said residential villa hereby transferred is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only), and accordingly stamp duty of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) is affixed to this Deed of Sale which is borne by the Purchaser.
22. The respective PAN numbers of the Builders/Vendors and the Purchaser/s are as under :
- Builders/Vendors : Spectrum Developers - ADGFS8234B
- Purchaser/s : \_\_\_\_\_ - \_\_\_\_\_

### **SCHEDULE - I**

All that part and parcel of land totally admeasuring 2550 sq. mts. comprising of two plots identified as Plot bearing survey no. 451/1-B and 451/1-G of Village Anjuna, each admeasuring 1275 sq. mts. and both the plots lying adjacent to each other forming part of the larger property known as “**LANTEMUNOGA**” OR “**CANTEMUNGO**” OR “**SAKHALACHI BHAT**” situated at Anjuna, within the limits of Village Panchayat Anjuna, Taluka and Registration Sub-District of Bardez, District North Goa in the State of Goa and surveyed under survey no. 451/1 of village Anjuna. The SAID PROPERTY is bounded as under:-

Towards the East :- By property bearing survey No. 451/5

Towards the West :- By property bearing survey No. 451/1-F

Towards the North:- By property bearing Survey No. 451/1-E & 451/1-D

Towards the South :- By public access Road

### **SCHEDULE-II**

#### **(Description of the SAID RESIDENTIAL VILLA)**

All that part and parcel of the residential villa bearing no. \_\_\_\_ having carpet area of approximately \_\_\_\_\_ square meters, along with undivided proportionate share in the property corresponding to the said residential villa, described in Schedule I hereinabove. The said residential villa is delineated in the plan hereto annexed in green Hatched lines and is bounded as under:

Towards the East :-

Towards the West :-

Towards the North:-

Towards the South :-

**SIGNED AND DELIVERED**

**BY THE WITHINNAMED**

**“THE BUILDERS/VENDORS”**

**OF THE FIRST PART :**

**SPECTRUM DEVELOPERS** duly represented

by its Partners

\_\_\_\_\_

**(1) MR. SUDHIR LOBO**

**L. H. F. P**

**R. H. F. P**

**1.**

**1.**

**2.**

**2.**

**3.**

**3.**

**4.**

**4.**

**5.**

**5.**

-----

**(2) MR. ROHIT LOBO**

**L. H. F. P**

**R. H. F. P**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

**SIGNED AND DELIVERED**  
**BY THE WITHINNAMED**  
**“PURCHASER” OF**  
**THE SECOND PART:**

\_\_\_\_\_

MR. \_\_\_\_\_

L. H. F. P

R. H. F. P

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_