

**DEED OF SALE**

THIS DEED OF SALE is made at VASCO DA GAMA,  
Mormugao, Goa, on this ..... day of ....., 20....

**BETWEEN**

**ZUARI GLOBAL LIMITED**, a public limited company registered under the Companies Act, 1956, having its registered office at Jai Kisaan Bhawan, Zuari Nagar, Goa - 403726, **holding PAN Card no. AAACZ0306P**, herein represented by its Authorized Signatory, **MR.** \_\_\_\_\_, aged \_\_\_\_years, son of MR.\_\_\_\_\_, holding **PAN.** \_\_\_\_\_, **Aadhaar No.** \_\_\_\_\_ residing at \_\_\_\_\_, **duly authorized by the Board of Directors’ Resolution on 19<sup>th</sup> May, 2017**, hereinafter referred to as the ‘**PROMOTER**’ (which expression shall unless repugnant to the context and meaning shall mean and include the respective heirs of the Directors partners, legal representatives, administrators and assigns) of the **ONE PART**.

**AND**

**Mr.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, Married, aged about \_\_\_\_years, Salaried, holding PAN Card no. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_ and his wife, **Mrs.**\_\_\_\_\_, wife of Mr.\_\_\_\_\_, Married, aged about \_\_\_\_ years, holding PAN Card no. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_residing at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**400070**\_\_\_\_\_, hereinafter referred to as **THE “PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof is deemed to include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS there exists a part and parcel of land admeasuring 229,875 m<sup>2</sup> bearing Survey no. 194/1-A in Village Sancoale, Mormugao Taluka, South

Goa known as PATAN OR PATTONA OR PALONA, Land Description no. 121 enrolled under Matriz Nos. 572 and 573 in the taluka revenue office and Registration Sub-District Mormugao and District South Goa in the State of Goa (hereinafter referred to as SAID WHOLE PROPERTY)

WHEREAS the SAID PROPERTY belongs to ZUARI GLOBAL LIMITED, PROMOTER by virtue of the Deed of Exchange Registered under No. 884 at pages 143 to 164, of Book No. I, Volume No. 1550, dated 28.05.2013, with the Office of the Sub Registrar, Mormugao, at Vasco Da Gama.

WHEREAS on 10.06.2009, the Additional Collector, South Goa, Margao Goa, issued Conversion Sanad under no. AC-I/SG/CONV/16/2009 for conversion of the said Property.

WHEREAS PROMOTER, accordingly, has carried out the construction of a Residential Complex identified AS ZUARI RAIN FOREST comprising of flats and Villas in the said Property.

AND WHEREAS in order to develop the SAID PLOT then applied and obtained (a) Technical Clearance Order No. \_\_\_\_\_ from the Vasco Planning and Development Authority, Vasco Da Gama, Goa, bearing No.----- dated \_\_\_\_\_ (b) No Objection Certificate from the Health Officer No. \_\_\_\_\_ dated \_\_\_\_\_ and consequently obtained (c) Letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Town & Country Planning Department, and (d) Construction License bearing No. \_\_\_\_\_ dated \_\_\_\_\_ read with Revised Construction License bearing No. \_\_\_\_\_ dated \_\_\_\_\_ from the Village Panchayat \_\_\_\_\_, Goa, and Revised Construction License No. \_\_\_\_\_ dated \_\_\_\_\_, to construct the SAID SCHEME known as ‘\_ZUARI RAIN FOREST ’.

AND WHEREAS the PURCHASER desirous of purchasing Apartment bearing No. \_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs, for a consideration of Rs. ....(Rupees .....Only) situated on the \_\_\_\_\_ floor of the SAID BUILDING known as ' \_\_\_\_\_' (including the incidence of staircase, lift, balconies and passages) excluding the terrace area situated on the ----- floor but shall include purchase of proportionate undivided share in the SAID PLOT on which the SAID BUILDING is constructed together with One car park space, which apartment is more particularly described under Schedule III hereunder, shall hereinafter be referred to as the '**SAID APARTMENT**' and is delineated in red in the plan annexed hereto duly signed by the parties entered into an Agreement Sale dated \_\_\_\_\_ and registered under No. \_\_\_\_\_, CD \_\_\_\_\_ dated \_\_\_\_\_ in the Office of the Sub-Registrar of Mormugao , at Vasco Da Gama..

AND WHEREAS the PROMOTER having completed construction of the SAID BUILDING obtained Occupancy Certificate for the SAID BUILDING from the Office of Village Panchayat of Sancoale vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ whereby the SAID FLAT bearing H. No. \_\_\_\_\_ was released for occupation.

AND WHEREAS the parties hereto have agreed to execute these presents on the following terms and conditions.

**NOW THIS DEED OF SALE WITNESSES AS UNDER:**

1. THAT IN PURSUANCE of the aforesaid agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Ony) (the receipt whereof the PROMOTER does hereby admit and acknowledge) the PROMOTER as the absolute and exclusive owner of the SAID APARTMENT bearing No. \_\_\_\_\_, bearing H. No. \_\_\_\_\_ of the Village Panchayat of \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs, situated on the \_\_\_\_\_ floor of the SAID BUILDING known as 'Block \_\_\_\_' together with its corresponding proportionate undivided share in the SAID PLOT, more particularly described under Schedule III hereunder, does hereby grant, sell, assign, release, transfer, convey and assure unto the PURCHASERS absolutely and forever the SAID APARTMENT which shall include the proportionate share in the SAID PLOT corresponding to the SAID APARTMENT, which is delineated in red in the plan annexed hereto and the PURCHASERS shall hereinafter hold, possess and enjoy the same as its exclusive owners including the common areas such as landings/staircases free from any and all encumbrances, charges and liens TO HAVE AND TO HOLD THE SAME unto and to the use of the PURCHASERS absolutely and forever subject to payment of all the proportionate rents, taxes, assessment dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the SAID APARTMENT to the Government or any local authority or any other public body in respect thereof and subject to the terms and conditions hereinafter mentioned.

2. The PROMOTER does hereby, on this date deliver to the PURCHASERS vacant, lawful and exclusive possession of the SAID APARTMENT and having taken possession thereof, the PURCHASERS shall be entitled to exclusively hold, enjoy and possess the same absolutely and forever without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the PROMOTER or the respective heirs of the partners, successors, or any of them or by any person/s claiming to or from, under or in trust for them or any of them in the SAID APARTMENT.
3. The PURCHASERS upon taking possession of the SAID APARTMENT shall not be entitled to raise any claim or objection against the PROMOTER in respect of any item of work in the SAID APARTMENT. cracks and dampness shall not be considered as defective work. Similarly the PROMOTER shall not be responsible for colour/size variation in painting, flooring tiles, wall tiles or any sanitary fittings.
4. The PROMOTER does hereby covenant with the PURCHASERS that the PROMOTER has not done, committed or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby it is prevented from granting and conveying the SAID APARTMENT and all rights in respect thereto in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or shall prejudicially affect the estate, title or otherwise, howsoever of the SAID APARTMENT howsoever.
5. The PROMOTER covenants with the PURCHASERS that the PROMOTER has in itself absolute authority, right, title and power to transfer and convey all its right, title and interest in

the SAID APARTMENT hereby conveyed and undertakes to indemnify the PURCHASERS against any person/s who may prove a better title to the SAID APARTMENT.

6. The PURCHASERS shall hold the SAID APARTMENT free and clear and freely and clearly and absolutely exonerated and forever released and discharged by the PROMOTER and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned or to claim by, from or in trust for it. The PROMOTER agrees that it shall at all times hereinafter perform and observe all and any of the covenants herein stated and shall keep the PURCHASERS and their heirs, successors, representatives, nominees, assigns including any person/s claiming through or under the PURCHASERS harmless against all suits, proceedings, costs, charges, claims or demands and the PROMOTER shall keep the PURCHASERS indemnified against any and all such contingencies.
7. The PROMOTER and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID APARTMENT conveyed by, from, under or in trust for the PROMOTER or the respective heirs of the partners, successors, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the SAID APARTMENT to the use of the PURCHASERS in the manner aforesaid and as shall be reasonably required by the

PURCHASERS, their heirs, successors, nominees, assigns or Counsels-in-law.

8. AND it is agreed and declared by and between the parties hereto as follows that:

- i. The PURCHASERS shall hereinafter pay all taxes and other dues payable to the Government or any other local authority or public body in respect of the SAID APARTMENT hereby conveyed to the PURCHASERS and the PURCHASERS shall indemnify and keep indemnified the PROMOTER against any such liability.
- ii. The PURCHASERS hereinafter shall also be liable to contribute such sums towards maintenance of the SAID APARTMENT which sum shall be retained until formation of the Maintenance Society whereupon the said maintenance deposits and the sinking funds, if any, shall be transferred to the proposed Maintenance Society and the PURCHASERS shall pay the electricity and water supply charges and all such utility charges.
- iii. The PURCHASERS shall not keep or store any material/s, articles or goods in the common areas such as landings, staircases, open terrace and passages of the building.
- iv. The PURCHASERS shall not throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT.



v. The PURCHASERS shall from the date of possession maintain the SAID APARTMENT at their own cost in good and tenantable repair and shall not change or damage the external façade of the SAID APARTMENT such as outer walls, landings, etc.

vi. The PURCHASERS shall not use the SAID APARTMENT for any illegal or immoral purpose or for any other purpose other than as may be permitted by the local authority.

vii. The PURCHASERS shall be entitled to transfer the house tax, electricity meter and such other utility bills that may be issued against the SAID APARTMENT into their name.

9. It is agreed that the PURCHASERS shall at no time demand partition of the proportionate undivided share in the SAID PLOT corresponding to the SAID APARTMENT it being declared and agreed by the PURCHASERS to be impartible from the SAID PLOT wherein the SAID BUILDING is constructed.

10. a. The PURCHASER shall use the said Unit only for the purpose of residence. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of deficiency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

10.b The PURCHASER shall, from the date of possession, maintain the said Unit, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Units 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.

11. It is agreed by the parties hereto that the rights to the common amenities, parking lot, open spaces, passages and gardens of the SAID BUILDING shall vest in the collective ownership of all the apartment owners including the PURCHASERS and the PURCHASERS shall not claim exclusive ownership of the same and/or interfere in the enjoyment of the same by the other apartment owners but shall be entitled to the peaceful enjoyment of the same.

12. The PURCHASER shall deposit a non-refundable amount of **Rs...../- (Rupees .....only)**, as lump sum deposit for a period of One year only, towards maintenance of the said Unit.

13. PROMOTER shall have to form any Entity/Society/ Association/ Company for the purpose of maintenance of the said Complex, which shall be managed by the said entity.

14. The Owners of the land don't belong to SC/ST category.

15. The PURCHASERS have already paid stamp duty of 2.9% i.e. Rs. \_\_\_\_\_ on the Agreement of Sale \_\_\_\_\_ and registered under No. \_\_\_\_\_, CD\_\_\_\_\_ dated \_\_\_\_\_ in the Office of the Sub-Registrar of \_\_\_\_\_, at \_\_\_\_\_ and therefore seek remission of the same on these presents and the balance stamp duty of \_\_\_\_% amounting to **Rs. \_\_\_\_\_** is paid on these presents.

16. The **OCCUPANCY CERTIFICATE**, from the Village Panchayat – Sancoale has been obtained and the **POSSESSION** of the said Unit **has been handed over** to the PURCHASER on this date.

- a) Given that the sale of Schedule II Property is in pursuance of a Multi dwelling complex, the PURCHASER agrees not to claim partition or separate possession of the Schedule II Property at any time.
- b) The Purchaser agrees and confirms that the name of the project shall be “ZUARI RAIN FOREST” as has been decided by the Owner-cum-Developer and the Purchaser shall not, individually or in consonance with other unit holders, object to the decision of PROMOTER in that regard.

**17. RIGHT TO REBUILD**

- a) In the event of destruction of buildings in Schedule II Property or any portions thereof, irrespective of whether such destruction is due to an act of God, rioting, fire, inundation of water or natural deterioration, aging or for any other reason whatsoever, all the Unit Holders of Schedule I Property (including the PURCHASER) shall together have the right to rebuild their respective spaces in the same place as is now situated, subject to obtaining requisite approvals and sanctions from the concerned statutory authorities. If the total area sanctioned by the concerned statutory authorities (upon such destruction) is equivalent to the area sanctioned or to be sanctioned currently, then the PURCHASER will have the right to re-construct and own the same area as is owned by him/her prior to the date of destruction. However, if the area sanctioned by the authorities is less or more than that which the PURCHASER is entitled to under this deed, the PURCHASER will have the right to re-construct and own areas in proportion to such altered area.
- b) Whenever the owners of Schedule I Property are re-constructing the buildings after the occurrence of an event as described in above Clause (a), the foundations of the new construction shall be of such nature that it shall support at least the number of floors that existed prior to its destruction or demolition. All the owners of the units in the Schedule I Property shall bear the cost of rebuilding in proportion to the super built-up area owned by them. In the event of any disputes relating to the re-construction of the buildings in the Schedule I

Property or redistribution of areas among the owners, the same shall be settled through binding arbitration amongst all the disputing parties.

Other than in a case covered by Clause (a) and (b), in the case of Units, if the PURCHASER is desirous of reconstructing the Schedule II Property, he/she may do so, subject however to obtaining appropriate approvals for the same from the relevant government or local authorities. The terms of usage of such reconstructed Schedule II Property shall be the same as is set out hereunder. The PURCHASER in the circumstances shall maintain the same front elevation and color scheme as was adopted by PROMOTER.

### **Rights of the PURCHASER**

- a) The PURCHASER shall have the following rights in respect of the Schedule II Property, without however, in any manner obstructing, inconveniencing or affecting the rights of any other owners of the Project or the Schedule I Property, or any portion thereof:
- b) The right to own the title to the Schedule II Property exclusively for residential purposes subject to the terms of this Agreement.
- c) The right to prevent trespass of the Schedule II Property by any unauthorized occupant or owner of the units or buildings in the Project or any third-party.
- d) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule II Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule I Property.
- e) Right to lay cables or wires for radio, television, telephones, air-conditioners, unlimited power supply units and such other installations, in any part of the Schedule II Property, however, recognizing and reciprocating such rights of the other owners.
- f) Right to use along with other owners of other buildings or units, all the common facilities (“**Common Facilities**”) provided in the Schedule I Property, Schedule III - special features and amenities and / or the

Project with a corresponding obligation to pay proportionately, the PURCHASER's share of common expenses incurred for the maintenance of all Common Facilities and areas in the Schedule I Property and / or the Project. For this purpose, "Common Facilities" shall mean and include:

- i. Clubhouse
- ii. Common Swimming pool provided at a specified location
- iii. Children Play Area, parks and Sit-outs for sports and recreations facilities for both children and adults
- iv. Lighting in the common areas and Common Facilities in the Schedule I Property
- v. Pathways, peripheral and inner roads in the Schedule I Property
- vi. Right to deal with any of the acts aforesaid without notice in the case of emergency.
- g) To undertake any repairs and restructuring on the inside of Schedule II Property, without affecting the elevations, façade and the color scheme adopted by PROMOTER

***B. Obligations on the PURCHASER***

- i. Not to use any vacant spaces in Schedule I Property and/or the Project after the construction of the Schedule II Property in any manner which might cause any hindrance or obstruction to the movement of vehicles or people in the vicinity of Schedule I Property and/or the Project.
- ii. Maintain the **ELEVATIONS** and color scheme of the Schedule II Property as adopted by PROMOTER and not alter it without the prior consent in writing of PROMOTER or the Owners' Maintenance Entity.
- iii. The PURCHASER shall have no objection whatsoever to PROMOTER handing over the common areas and the Common Facilities of the Schedule I Property to the Owners' Maintenance Entity, as soon as it is formed.
- iv. The PURCHASER shall become a member of the Owners' Maintenance Entity and agrees to observe and perform the terms and

conditions, bye-laws and rules and regulations of the same; and pay the admission fee and other fees that may be required.

- v. The PURCHASER shall not carry out commercial, illegal or immoral activities or do or cause to be done any annoyance, inconvenience or disturbance or injury to the occupiers of common areas in Schedule I Property and the PURCHASER shall not:
  - (a) Create any nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
  - (b) Install any heavy machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
  - (c) Use the common corridors, staircases, lift lobbies, driveways, passages and other common areas either for storage of any goods at any time or cause obstruction to people sharing such common areas.
  - (d) Enter into or trespass the parking areas / and terrace areas not earmarked for general common use.
  - (e) Trespass into other units in the Schedule I Property.
  - (f) Create any nuisance or disturbance or misbehave in the manner of enjoying the Common Facilities provided to all the owners.
  - (g) The PURCHASER shall not park any vehicles in any part of Schedule I Property except in the parking area specifically allotted to the PURCHASER.
  - (h) The PURCHASER shall maintain at his cost the Schedule II Property and the parking space allotted to him/her in a good condition, state and order, and shall abide by all the laws and regulations of PROMOTER, governmental authority, regulations/bye-laws of the Owners' Association from time to time in force, and shall be answerable for any non-compliance and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution and registration of the sale deed.
  - (i) The PURCHASER shall use all sewers, drains and water lines in or upon or hereafter to be erected and installed in the Schedule I

Property in common with the other owners of the Project, and permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them.

- (j) The PURCHASER shall permit PROMOTER or an authorized representative of the Owners' Maintenance Entity, their agents (with or without workmen) at all reasonable times and with prior notice, to enter into and upon the Schedule II Property / parking space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition, all services, drains, structures or other conveniences belonging to or servicing or used for the said Schedule II Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Schedule II Property or other common areas of the building or to the occupiers of such units or buildings as the case may be who have defaulted in paying the share of the common maintenance charges.

**MAINTENANCE OF THE SCHEDULE I PROPERTY**

The PURCHASER undertakes to become a member of the Owners' Maintenance Entity. The common areas and facilities provided in the Schedule I Property will be maintained by PROMOTER or its nominated representative/property manager until formation of the Owners' Maintenance Entity. Upon handover by PROMOTER of the Schedule I Property to the Owners' Maintenance Entity, the owners including the PURCHASER shall be liable to maintain the same at their own cost and expense.

**TAXES**

PROMOTER shall pay the property tax in respect of the Schedule II Property up to the date of Intimation of completion of the Schedule II Property. Thereafter, the PURCHASER shall bear all taxes, whether direct or indirect, in respect of the Schedule II Property.

.....

**SCHEDULE - I**

All part and parcel of land admeasuring 27,898.61 m<sup>2</sup> forming part of Said Whole Property Surveyed under No.194/1-A of Village Sancoale, identified as "PATAN OR PATTONA OR PALONA", situated at Sancoale, within the limits of Village Panchayat of Sancoale, Taluka and Registration Sub-District Mormugao and District North Goa in the State of Goa.

The SAID PROPERTY is bounded as under:-

On the North: Sy no – 217 & 218.

On the South: Sy no – 178/1.

On the East: Sy no – 193.

On the West: Part of Survey no – 194/1-A.

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## **SCHEDULE-II**

### **(Description of the SAID UNIT)**

**All that Unit no. .... block “\_” a .....BHK APARTMENT** having a carpet area of approximately ..... **sq mtr** along with exclusive right of access and use only, along with undivided proportionate Share in the said Plot corresponding to the said Unit, described in Schedule I hereinabove, (including the incidence of staircase, lift, balconies and passages) excluding the terrace area situated on the third floor, together with ONE car park space – in the basement/under stilts, which building is constructed on the SAID PLOT described under Schedule II hereinabove and shall include the proportionate share in the SAID PLOT and all common areas, passages, gardens & amenities, as specified hereunder.



### **SCHEDULE-III**

#### **SPECIAL FEATURES and AMENITIES for APARTMENTS**

- Themed gardens designed all around the project, which redefines the concept of open areas.
- Open Sporting area for Children play area, Beach Volley Ball & Basket Ball.
- Registered for GRIHA green building project.
- Club House to include:
  - Gym, Yoga, Pool table & Table Tennis.
  - Pantry area.
  - Lounge
  - Outdoor barbeque area.
  - Swimming pool with waterfall.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE

WITHINNAMED  
M/S. ZUARI GLOBAL LIMITED  
**AS “PROMOTER”**  
Represented by its Authorized Signatory  
**MR.** \_\_\_\_\_

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED  
BY THE WITHINNAMED  
**THE PURCHASER/FLAT HOLDER**  
**OF THE SECOND PART**

Mr. -----

\_\_\_\_\_

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED  
BY THE WITHINNAMED  
**THE PURCHASER/FLAT HOLDER**  
**OF THE SECOND PART**

Mrs. -----

Left Hand Impressions:

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Right Hand Impression

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In the presence of:-  
(Witnesses)

1. -----

2. -----

**DEED OF SALE**

THIS DEED OF SALE is made at VASCO DA GAMA,  
Mormugao, Goa, on this ..... day of ....., 20....

**BETWEEN**

**ZUARI GLOBAL LIMITED**, a public limited company registered under the Companies Act, 1956, having its registered office at Jai Kisaan Bhawan, Zuari Nagar, Goa - 403726, **holding PAN Card no. AAACZ0306P**, herein represented by its Authorized Signatory, **MR.** \_\_\_\_\_, aged \_\_\_\_years, son of MR.\_\_\_\_\_, holding **PAN.** \_\_\_\_\_, **Aadhaar No.** \_\_\_\_\_ residing at \_\_\_\_\_, **duly authorized by the Board of Directors’ Resolution on 19<sup>th</sup> May, 2017**, hereinafter referred to as the ‘**PROMOTER**’ (which expression shall unless repugnant to the context and meaning shall mean and include the respective heirs of the Directors partners, legal representatives, administrators and assigns) of the **ONE PART**.

**AND**

**Mr.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, Married, aged about \_\_\_\_years, Salaried, holding PAN Card no. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_ and his wife, **Mrs.**\_\_\_\_\_, wife of Mr.\_\_\_\_\_, Married, aged about \_\_\_\_ years, holding PAN Card no. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_residing at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**400070**\_\_\_\_\_, hereinafter referred to as **THE “PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof is deemed to include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS there exists a part and parcel of land admeasuring 229,875 m<sup>2</sup> bearing Survey no. 194/1-A in Village Sancoale, Mormugao Taluka, South

Goa known as PATAN OR PATTONA OR PALONA, Land Description no. 121 enrolled under Matriz Nos. 572 and 573 in the taluka revenue office and Registration Sub-District Mormugao and District South Goa in the State of Goa (hereinafter referred to as SAID WHOLE PROPERTY)

WHEREAS the SAID PROPERTY belongs to ZUARI GLOBAL LIMITED, PROMOTER by virtue of the Deed of Exchange Registered under No. 884 at pages 143 to 164, of Book No. I, Volume No. 1550, dated 28.05.2013, with the Office of the Sub Registrar, Mormugao, at Vasco Da Gama.

WHEREAS on 10.06.2009, the Additional Collector, South Goa, Margao Goa, issued Conversion Sanad under no. AC-I/SG/CONV/16/2009 for conversion of the said Property.

WHEREAS PROMOTER, accordingly, has carried out the construction of a Residential Complex identified AS ZUARI RAIN FOREST comprising of flats and Villas in the said Property.

AND WHEREAS in order to develop the SAID PLOT then applied and obtained (a) Technical Clearance Order No. \_\_\_\_\_ from the Vasco Planning and Development Authority, Vasco Da Gama, Goa, bearing No.----- dated \_\_\_\_\_ (b) No Objection Certificate from the Health Officer No. \_\_\_\_\_ dated \_\_\_\_\_ and consequently obtained (c) Letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Town & Country Planning Department, and (d) Construction License bearing No. \_\_\_\_\_ dated \_\_\_\_\_ read with Revised Construction License bearing No. \_\_\_\_\_ dated \_\_\_\_\_ from the Village Panchayat \_\_\_\_\_, Goa, and Revised Construction License No. \_\_\_\_\_ dated \_\_\_\_\_, to construct the SAID SCHEME known as ‘\_ZUARI RAIN FOREST ’.

AND WHEREAS the PURCHASER desirous of purchasing VILLA bearing No. \_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs, for a consideration of Rs. ....(Rupees .....Only) situated on the \_\_\_\_\_ floor of the SAID BUILDING known as ' \_\_\_\_\_' (including the incidence of staircase, lift, balconies and passages) excluding the terrace area situated on the ----- floor but shall include purchase of proportionate undivided share in the SAID PLOT on which the SAID BUILDING is constructed together with One car park space, which VILLA is more particularly described under Schedule III hereunder, shall hereinafter be referred to as the '**SAID VILLA**' and is delineated in red in the plan annexed hereto duly signed by the parties entered into an Agreement Sale dated \_\_\_\_\_ and registered under No. \_\_\_\_\_, CD\_\_\_\_\_ dated \_\_\_\_\_ in the Office of the Sub-Registrar of Mormugao , at Vasco Da Gama..

AND WHEREAS the PROMOTER having completed construction of the SAID BUILDING obtained Occupancy Certificate for the SAID BUILDING from the Office of Village Panchayat of Sancoale vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ whereby the SAID FLAT bearing H. No. \_\_\_\_\_ was released for occupation.

AND WHEREAS the parties hereto have agreed to execute these presents on the following terms and conditions.



**NOW THIS DEED OF SALE WITNESSES AS UNDER:**

1. THAT IN PURSUANCE of the aforesaid agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Ony) (the receipt whereof the PROMOTER does hereby admit and acknowledge) the PROMOTER as the absolute and exclusive owner of the SAID VILLA bearing No. \_\_\_\_\_, bearing H. No. \_\_\_\_\_ of the Village Panchayat of \_\_\_\_\_, admeasuring \_\_\_\_\_ sq. mtrs, situated on the \_\_\_\_\_ floor of the SAID BUILDING known as 'Villa no \_\_\_\_' together with its corresponding proportionate undivided share in the SAID PLOT, more particularly described under Schedule III hereunder, does hereby grant, sell, assign, release, transfer, convey and assure unto the PURCHASERS absolutely and forever the SAID VILLA which shall include the proportionate share in the SAID PLOT corresponding to the SAID VILLA, which is delineated in red in the plan annexed hereto and the PURCHASERS shall hereinafter hold, possess and enjoy the same as its exclusive owners including the common areas such as landings/staircases free from any and all encumbrances, charges and liens TO HAVE AND TO HOLD THE SAME unto and to the use of the PURCHASERS absolutely and forever subject to payment of all the proportionate rents, taxes, assessment dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the SAID VILLA to the Government or any local authority or any other public body in respect thereof and subject to the terms and conditions hereinafter mentioned.

2. The PROMOTER does hereby, on this date deliver to the PURCHASERS vacant, lawful and exclusive possession of the SAID VILLA and having taken possession thereof, the PURCHASERS shall be entitled to exclusively hold, enjoy and possess the same absolutely and forever without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the PROMOTER or the respective heirs of the partners, successors, or any of them or by any person/s claiming to or from, under or in trust for them or any of them in the SAID VILLA.
3. The PURCHASERS upon taking possession of the SAID VILLA shall not be entitled to raise any claim or objection against the PROMOTER in respect of any item of work in the SAID VILLA. cracks and dampness shall not be considered as defective work. Similarly the PROMOTER shall not be responsible for colour/size variation in painting, flooring tiles, wall tiles or any sanitary fittings.
4. The PROMOTER does hereby covenant with the PURCHASERS that the PROMOTER has not done, committed or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby it is prevented from granting and conveying the SAID VILLA and all rights in respect thereto in the manner aforesaid or whereby the same or any part thereof are, is, can or may be charged, encumbered or shall prejudicially affect the estate, title or otherwise, howsoever of the SAID VILLA howsoever.
5. The PROMOTER covenants with the PURCHASERS that the PROMOTER has in itself absolute authority, right, title and power to transfer and convey all its right, title and interest in the SAID VILLA hereby conveyed and undertakes to

indemnify the PURCHASERS against any person/s who may prove a better title to the SAID VILLA.

6. The PURCHASERS shall hold the SAID VILLA free and clear and freely and clearly and absolutely exonerated and forever released and discharged by the PROMOTER and well and sufficiently saved, defended, kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned or to claim by, from or in trust for it. The PROMOTER agrees that it shall at all times hereinafter perform and observe all and any of the covenants herein stated and shall keep the PURCHASERS and their heirs, successors, representatives, nominees, assigns including any person/s claiming through or under the PURCHASERS harmless against all suits, proceedings, costs, charges, claims or demands and the PROMOTER shall keep the PURCHASERS indemnified against any and all such contingencies.
7. The PROMOTER and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID VILLA conveyed by, from, under or in trust for the PROMOTER or the respective heirs of the partners, successors, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the SAID VILLA to the use of the PURCHASERS in the manner aforesaid and as shall be reasonably required by the PURCHASERS, their heirs, successors, nominees, assigns or Counsels-in-law.

8. AND it is agreed and declared by and between the parties hereto as follows that:

- i. The PURCHASERS shall hereinafter pay all taxes and other dues payable to the Government or any other local authority or public body in respect of the SAID VILLA hereby conveyed to the PURCHASERS and the PURCHASERS shall indemnify and keep indemnified the PROMOTER against any such liability.
- ii. The PURCHASERS hereinafter shall also be liable to contribute such sums towards maintenance of the SAID VILLA which sum shall be retained until formation of the Maintenance Society whereupon the said maintenance deposits and the sinking funds, if any, shall be transferred to the proposed Maintenance Society and the PURCHASERS shall pay the electricity and water supply charges and all such utility charges.
- iii. The PURCHASERS shall not keep or store any material/s, articles or goods in the common areas such as landings, staircases, open terrace and passages of the building.
- iv. The PURCHASERS shall not throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID VILLA.
- v. The PURCHASERS shall from the date of possession maintain the SAID VILLA at their own cost in good and tenantable repair and shall not change or damage the

external façade of the SAID VILLA such as outer walls, landings, etc.

vi. The PURCHASERS shall not use the SAID VILLA for any illegal or immoral purpose or for any other purpose other than as may be permitted by the local authority.

vii. The PURCHASERS shall be entitled to transfer the house tax, electricity meter and such other utility bills that may be issued against the SAID VILLA into their name.

9. It is agreed that the PURCHASERS shall at no time demand partition of the proportionate undivided share in the SAID PLOT corresponding to the SAID VILLA it being declared and agreed by the PURCHASERS to be impartible from the SAID PLOT wherein the SAID BUILDING is constructed.

10. a. The PURCHASER shall use the said Unit only for the purpose of residence. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of deficiency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex.

10.b The PURCHASER shall, from the date of possession, maintain the said Unit, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Units 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.

11. It is agreed by the parties hereto that the rights to the common amenities, parking lot, open spaces, passages and gardens of the SAID BUILDING shall vest in the collective ownership of all the VILLA owners including the PURCHASERS and the PURCHASERS shall not claim exclusive ownership of the same and/or interfere in the enjoyment of the same by the other VILLA owners but shall be entitled to the peaceful enjoyment of the same.
12. The PURCHASER shall deposit a non-refundable amount of Rs...../- (**Rupees .....only**), as lump sum deposit for a period of One year only, towards maintenance of the said Unit.
13. PROMOTER shall have to form any Entity/Society/ Association/ Company for the purpose of maintenance of the said Complex, which shall be managed by the said entity.
14. The Owners of the land don't belong to SC/ST category.
15. The PURCHASERS have already paid stamp duty of 2.9% i.e. Rs. \_\_\_\_\_ on the Agreement of Sale \_\_\_\_\_ and registered under No. \_\_\_\_\_, CD\_\_\_\_\_ dated \_\_\_\_\_ in the Office of the Sub-Registrar of \_\_\_\_\_, at \_\_\_\_\_ and therefore seek remission of the same on these presents and the balance stamp duty of \_\_\_\_% amounting to **Rs.** \_\_\_\_\_ is paid on these presents.
16. The **OCCUPANCY CERTIFICATE**, from the Village Panchayat – Sancoale has been obtained and the **POSSESSION** of the said Unit **has been handed over** to the PURCHASER on this date.

- a) Given that the sale of Schedule II Property is in pursuance of a Multi dwelling complex, the PURCHASER agrees not to claim partition or separate possession of the Schedule II Property at any time.
- b) The Purchaser agrees and confirms that the name of the project shall be "ZUARI RAIN FOREST" as has been decided by the Owner-cum-Developer and the Purchaser shall not, individually or in consonance with other unit holders, object to the decision of PROMOTER in that regard.

## **17. RIGHT TO REBUILD**

- a) In the event of destruction of buildings in Schedule II Property or any portions thereof, irrespective of whether such destruction is due to an act of God, rioting, fire, inundation of water or natural deterioration, aging or for any other reason whatsoever, all the Unit Holders of Schedule I Property (including the PURCHASER) shall together have the right to rebuild their respective spaces in the same place as is now situated, subject to obtaining requisite approvals and sanctions from the concerned statutory authorities. If the total area sanctioned by the concerned statutory authorities (upon such destruction) is equivalent to the area sanctioned or to be sanctioned currently, then the PURCHASER will have the right to re-construct and own the same area as is owned by him/her prior to the date of destruction. However, if the area sanctioned by the authorities is less or more than that which the PURCHASER is entitled to under this deed, the PURCHASER will have the right to re-construct and own areas in proportion to such altered area.
- b) Whenever the owners of Schedule I Property are re-constructing the buildings after the occurrence of an event as described in above Clause (a), the foundations of the new construction shall be of such nature that it shall support at least the number of floors that existed prior to its destruction or demolition. All the owners of the units in the Schedule I Property shall bear the cost of rebuilding in proportion to the super built-up area owned by them. In the event of any disputes relating to the re-construction of the buildings in the Schedule I Property or redistribution of areas among the owners, the same shall be settled through binding arbitration amongst all the disputing parties.

Other than in a case covered by Clause (a) and (b), in the case of Units, if the PURCHASER is desirous of reconstructing the Schedule II

Property, he/she may do so, subject however to obtaining appropriate approvals for the same from the relevant government or local authorities. The terms of usage of such reconstructed Schedule II Property shall be the same as is set out hereunder. The PURCHASER in the circumstances shall maintain the same front elevation and color scheme as was adopted by PROMOTER.

### **Rights of the PURCHASER**

- a) The PURCHASER shall have the following rights in respect of the Schedule II Property, without however, in any manner obstructing, inconveniencing or affecting the rights of any other owners of the Project or the Schedule I Property, or any portion thereof:
- b) The right to own the title to the Schedule II Property exclusively for residential purposes subject to the terms of this Agreement.
- c) The right to prevent trespass of the Schedule II Property by any unauthorized occupant or owner of the units or buildings in the Project or any third-party.
- d) The right to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Schedule II Property through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in, under or passing through the Schedule I Property.
- e) Right to lay cables or wires for radio, television, telephones, air-conditioners, unlimited power supply units and such other installations, in any part of the Schedule II Property, however, recognizing and reciprocating such rights of the other owners.
- f) Right to use along with other owners of other buildings or units, all the common facilities (“**Common Facilities**”) provided in the Schedule I Property, Schedule III - special features and amenities and / or the Project with a corresponding obligation to pay proportionately, the PURCHASER's share of common expenses incurred for the maintenance of all Common Facilities and areas in the Schedule I Property and / or the Project. For this purpose, “Common Facilities” shall mean and include:



- i. Clubhouse
- ii. Common Swimming pool provided at a specified location
- iii. Children Play Area, parks and Sit-outs for sports and recreations facilities for both children and adults
- iv. Lighting in the common areas and Common Facilities in the Schedule I Property
- v. Pathways, peripheral and inner roads in the Schedule I Property
- vi. Right to deal with any of the acts aforesaid without notice in the case of emergency.
- g) To undertake any repairs and restructuring on the inside of Schedule II Property, without affecting the elevations, façade and the color scheme adopted by PROMOTER

***B. Obligations on the PURCHASER***

- i. Not to use any vacant spaces in Schedule I Property and/or the Project after the construction of the Schedule II Property in any manner which might cause any hindrance or obstruction to the movement of vehicles or people in the vicinity of Schedule I Property and/or the Project.
- ii. Maintain the **ELEVATIONS** and color scheme of the Schedule II Property as adopted by PROMOTER and not alter it without the prior consent in writing of PROMOTER or the Owners' Maintenance Entity.
- iii. The PURCHASER shall have no objection whatsoever to PROMOTER handing over the common areas and the Common Facilities of the Schedule I Property to the Owners' Maintenance Entity, as soon as it is formed.
- iv. The PURCHASER shall become a member of the Owners' Maintenance Entity and agrees to observe and perform the terms and conditions, bye-laws and rules and regulations of the same; and pay the admission fee and other fees that may be required.
- v. The PURCHASER shall not carry out commercial, illegal or immoral activities or do or cause to be done any annoyance, inconvenience or

disturbance or injury to the occupiers of common areas in Schedule I Property and the PURCHASER shall not:

- (a) Create any nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises.
- (b) Install any heavy machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature.
- (c) Use the common corridors, staircases, lift lobbies, driveways, passages and other common areas either for storage of any goods at any time or cause obstruction to people sharing such common areas.
- (d) Enter into or trespass the parking areas / and terrace areas not earmarked for general common use.
- (e) Trespass into other units in the Schedule I Property.
- (f) Create any nuisance or disturbance or misbehave in the manner of enjoying the Common Facilities provided to all the owners.
- (g) The PURCHASER shall not park any vehicles in any part of Schedule I Property except in the parking area specifically allotted to the PURCHASER.
- (h) The PURCHASER shall maintain at his cost the Schedule II Property and the parking space allotted to him/her in a good condition, state and order, and shall abide by all the laws and regulations of PROMOTER, governmental authority, regulations/bye-laws of the Owners' Association from time to time in force, and shall be answerable for any non - compliance and be responsible for all notices or violations and of any of the terms and conditions in this Agreement, from the date of execution and registration of the sale deed.
- (i) The PURCHASER shall use all sewers, drains and water lines in or upon or hereafter to be erected and installed in the Schedule I Property in common with the other owners of the Project, and permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them.

- (j) The PURCHASER shall permit PROMOTER or an authorized representative of the Owners' Maintenance Entity, their agents (with or without workmen) at all reasonable times and with prior notice, to enter into and upon the Schedule II Property / parking space or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition, all services, drains, structures or other conveniences belonging to or servicing or used for the said Schedule II Property and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the Schedule II Property or other common areas of the building or to the occupiers of such units or buildings as the case may be who have defaulted in paying the share of the common maintenance charges.

#### **MAINTENANCE OF THE SCHEDULE I PROPERTY**

The PURCHASER undertakes to become a member of the Owners' Maintenance Entity. The common areas and facilities provided in the Schedule I Property will be maintained by PROMOTER or its nominated representative/property manager until formation of the Owners' Maintenance Entity. Upon handover by PROMOTER of the Schedule I Property to the Owners' Maintenance Entity, the owners including the PURCHASER shall be liable to maintain the same at their own cost and expense.

#### **TAXES**

PROMOTER shall pay the property tax in respect of the Schedule II Property up to the date of Intimation of completion of the Schedule II Property. Thereafter, the PURCHASER shall bear all taxes, whether direct or indirect, in respect of the Schedule II Property.

.....

#### **SCHEDULE - I**

All part and parcel of land admeasuring 27,898.61 m<sup>2</sup> forming part of Said Whole Property Surveyed under No.194/1-A of Village Sancoale, identified as "PATAN OR PATTONA OR PALONA", situated at Sancoale, within the limits of Village Panchayat of Sancoale, Taluka and Registration Sub-District Mormugao and District North Goa in the State of Goa.

The SAID PROPERTY is bounded as under:-

On the North: Sy no – 217 & 218.  
On the South: Sy no – 178/1.  
On the East: Sy no – 193.  
On the West: Part of Survey no – 194/1-A.

.....

## **SCHEDULE-II**

### **(Description of the SAID UNIT)**

**All that Villa no. .... a .....BHK VILLA** having a carpet area of approximately ..... **sq mtr** along with exclusive right of access and use only, along with undivided proportionate Share in the said Plot corresponding to the said Unit, described in Schedule I hereinabove, (including the incidence of staircase, lift, balconies and passages) excluding the terrace area situated on the third floor, together with ONE car park space – in the basement/under stilts, which building is constructed on the SAID PLOT described under Schedule II hereinabove and shall include the proportionate share in the SAID PLOT and all common areas, passages, gardens & amenities, as specified hereunder.

## **SCHEDULE-III**

### **SPECIAL FEATURES and AMENITIES for** **VILLAS**

- Themed gardens designed all around the project, which redefines the concept of open areas.
- Open Sporting area for Children play area, Beach Volley Ball & Basket Ball.
- Registered for GRIHA green building project.
- Club House to include:
  - Gym, Yoga, Pool table & Table Tennis.
  - Pantry area.
  - Lounge
  - Outdoor barbeque area.
  - Swimming pool with waterfall.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED

M/S. ZUARI GLOBAL LIMITED

**AS “PROMOTER”**

Represented by its Authorized Signatory

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

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED  
BY THE WITHINNAMED  
**THE PURCHASER/FLAT HOLDER**  
**OF THE SECOND PART**  
**Mr. ....**

\_\_\_\_\_

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED  
BY THE WITHINNAMED  
**THE PURCHASER/FLAT HOLDER**  
**OF THE SECOND PART**  
Mrs. -----

Left Hand Impressions:

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Right Hand Impression

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In the presence of:-  
(Witnesses)

- 1.       -----
- 2.       -----