

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Panaji, Goa, on this \_\_\_\_<sup>th</sup> day of month \_\_\_\_\_ in the year Two Thousand and Nineteen.

**BETWEEN**

**EDCON REAL ESTATE DEVELOPERS**, a duly registered partnership firm under the Indian Partnership Act 1932, having its office on the 5th Floor, Siddharth Bandodkar Bhavan, above Axis Bank, Dr. P. Shirgaonkar Road, Panaji, Goa, holding PAN Card No. AAAFE7398D, represented herein by its Partners **ENG. EDWIN T. DE MENEZES**, son of late Mr. Antonio X. Menezes, 49 years of age, married, Civil Engineer, Indian National, holding Aadhar Card No. 7754 5868 7961 and residing at H. No. E-464, Corte de Oiteiro, Panaji, Goa and **ENG. CEDRIC. A. VAZ**, son of Mr. Agostinho D. Vaz, 50 years of age, married, Civil Engineer, residing at T-4, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa, Indian National, holding Aadhar Card No. 3680 6646 3000, hereinafter referred to as the “**DEVELOPERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, transferees and permitted assigns), of the **FIRST PART**;

**AND**

**MR.** \_\_\_\_\_ **s/o** of Mr. \_\_\_\_\_, \_\_\_\_ years of age, Married, Engineer, Indian National, and residing at \_\_\_\_\_, holding PAN Card No. \_\_\_\_\_ and Aadhaar Card No. \_\_\_\_\_, hereinafter referred to as the “**PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, successors, administrators, legal representatives, executors and permitted assigns and transferees), of the **SECOND PART**.

**AND**

**MR. IGNATIUS NAZARETH**, son of late Emidio Nazareth, 70 years of age, married, service, Indian National, holding PAN Card No. AADPN2187N and Aadhar Card No. 214737731396, resident of H. No. 160, Bairro Alto, Assagao Bardez, Goa, hereafter referred to as The “**CONFIRMING PARTY**” (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include his heirs, legal representatives, administrators and assigns), of the **THIRD PART**.

The **CONFIRMING PARTY** is represented herein by their duly constituted Power of Attorney Holder **ENG. CEDRIC. A. VAZ**, son of Mr. Agostinho D. Vaz, 50 years of age, married, Civil Engineer, residing at T-4, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa, Indian National, holding Aadhar Card No. 3680 6646 3000, nominated by virtue of a Power of Attorney dated 03/07/2018 duly executed before Notary U. R. Timble at Panaji under Sr. No. 985/D/2018.

**WHEREAS:**

- a. There exists a landed property identified as “**Torda**” also known as “**Gorbata**”, situated in the village Salvador-do-Mundo, Taluka Bardez, District of North and State of Goa, within the limits of village Panchayat Salvador-do-Mundo comprising of Survey and Sub-Division Nos. 45/1, 82/17 and 78/11 of village Salvador-do-Mundo, Taluka Bardez, North Goa, more particularly described as a whole in **SCHEDULE NO. I** along with its boundaries written hereunder and hereinafter referred to as the **SAID PROPERTY**, for the sake of brevity.
- b. That the said property originally belonged to Late Mr. Silvestre Jose Conceicao Mendanha who died on 28/04/1966, without any will/gift or any other disposition of his last wish, leaving behind his widow Mrs. Cataraina Maria Vueteria Lobo e Mendanha and his two children namely (1) Late Mr. Oswaldo Joseph Mendanha

married to Late Mrs. Myra Ophelia De Santa Rita Lobo E Mendanha and (2) Mrs. Bernardette Maria Mendanha e Lobo married to Mr. Alberdo Manuel Aristides Vitoria Lobo.

- c. Upon death of said Late Mr. Silvestre Jose Conceicao Mendanha, inventory proceedings bearing No. 10/78 were instituted in the Court of Civil Judge Senior Division at Panaji, to partition his estate, wherein the said property comprising of Survey and Sub-Division Nos. 45/1, 82/17 and 78/11 of village Salvador-do-Mundo, Taluka Bardez was listed under item No. 1 in the list of assets and were exclusively allotted to his son Late Mr. Oswaldo Joseph Mendanha married to Late Mrs. Myra Ophelia De Santa Rita Lobo E Mendanha. The allotment made in the said inventory proceedings was confirmed by order passed on 28/02/1986 by the Civil Judge Senior Division, Panaji.
- d. The said Late Mr. Oswaldo Joseph Mendanha died on 10/02/2008 and Late Mrs. Myra Ophelia De Santa Rita Lobo E Mendanha died on 24/03/2005, without any will/gift or any other disposition of their last wishes, leaving behind three children as their sole and universal heirs, namely, (i) Ms. Glynis Maria Mendanha, unmarried (ii) Mr. Roy Joseph Mendanha, unmarried and (iii) Ms. Mylene Maria Mendanha, unmarried.
- e. By Deed of Relinquishment of illiquid and undivided rights and Deed of Succession dated 28/10/2011, drawn in Book No. 588, before Notary Ex-officio of Quepem, Goa, the said Ms. Glynis Maria Mendanha and Ms. Mylene Maria Mendanha, relinquished all their illiquid and undivided rights in the estate/inheritance left by their said deceased parents Late Mr. Oswaldo Joseph Mendanha and Late Myra Ophelia De Santa Rita Lobo E Mendanha, in favour of remaining co-heir and consequently the said Mr. Roy Joseph Mendanha became the exclusive owner of the said property.

- f. By three separate Deeds of Gift dated 06/07/2011, 06/07/2011 and 10/10/2011, all duly registered before the Sub Registrar of Bardez at Mapusa, the said Mr. Roy Joseph Mendanha gifted the said property comprising of Survey & Sub Division Nos. 45/1, 82/17 and 78/11 of village Salvador-do-Mundo, Taluka Bardez, Goa, to the Confirming Party, i.e. under the Deed of Gift dated 06/07/2011 under registration No. BRZ-BK1-03288-2011, a plot of land out of the said property under Survey and Sub Division No. 45/1 was gifted and under the Deed of Gift dated 06/07/2011 under registration No. BRZ-BK1-03289-2011, a plot of land out of the said property under Survey and Sub Division No. 82/17 was gifted and under the Deed of Gift dated 10/10/2011 under registration No. BRZ-BK1-04744-2011, a plot of land out of the said property under Survey and Sub Division No. 78/11 was gifted.
- g. The name of the Confirming Party is exclusively recorded in the occupant's column of survey records Form No. I and XIV of said property comprising of survey Nos. 45/1, 82/17 and 78/11.
- h. The Confirming Party is an Indian National of Goan origin and is married to Mrs. Dianne Elizabeth Nettles who is an American National on 25<sup>th</sup> August, 1978 in the State of South Carolina, USA in accordance with the Law of South Carolina, hence their marriage is not governed by the Portuguese Civil Code as applicable in State of Goa and being so, the said Mrs. Dianne Elizabeth Nettles has not acquired any right to the said property in accordance with the Portuguese Civil Code due to her marriage with the Confirming Party.
- i. Accordingly, the Confirming Party is the exclusive lawful owner in possession of the said property.
- j. The Confirming Party had entered into a Memorandum of Understanding dated 03/02/2015 with Edcon Real Estate Developers duly executed before Notary U. R. Timble, under Sr. No. 236/15 for carrying out preliminary requirements to

develop and put up construction in the said property by way of constructing a scheme of building/s and in full and final consideration the DEVELOPERS had offered to construct to the Confirming Party 38% of the total super built-up area to be built in the said property, subject to terms and conditions mentioned in the said Memorandum of Understanding dated 03/02/2015.

- k. The Confirming Party had also issued a Power of Attorney on 03/02/2015 in favour of partners of Developers namely, Mr. Cedric A Vaz and/or Mr. Edwin Menezes inter alia, permitting them to commence and carry on and complete construction activities after securing approval of construction plans from all competent authorities and to give full effect to the terms and conditions of said Memorandum of Understanding dated 03/02/2015. The said Power of Attorney is duly executed before Notary U. R. Timble under Sr. No. 220/15.
- l. The Developers in terms of said Memorandum of Understanding dated 3/02/2015 obtained the conversion Sanad and approvals of construction plans in respect of said property comprising of Survey Nos. 45/1 and 82/17 only. However, the conversion Sanad in respect of survey No. 78/11 is not yet granted by the competent authorities.
- m. Thereafter, the Confirming Party and Developers entered into an Agreement dated 03/07/2018 which is duly executed before Notary U. R. Timble under Sr. No. 984/D/2018, in respect to said property comprising of only two Survey Numbers i.e. 45/1 and 82/17 of village Salvador do Mundo.
- n. The said property comprising of Survey No. 45/1 is hereinafter referred to as SAID PLOT for the sake of brevity, which is more particularly described in **SCHEDULE No. II** hereunder written along with its boundaries.
- o. The details of the approvals in respect to the said plot comprising of Survey No.45/1 is detailed hereunder:

- i) Technical Clearance order under reference No. TPP/2023/SDM/TCP/1174 dated 28.04.2017 from the Town and Country Planning Department Mapusa.
  - ii) No objection Certificate under reference No. PHCP/NOC-Const/2017-18/416 dated 10/06/2017 issued by Primary Health Centre Porvorim.
  - iii) Conversion Sanad bearing reference No. RB/CNV/BAR/AC-I/70/2015 dated 17/04/2018 issued by office of the Collector, North Goa at Panaji.
  - iv) Construction licence bearing No. VP/SDM/LIC.NO.15/2017-2018/621 dated 24/07/2017 from the Village Panchayat of Salvador-do-Mundo.
- p. By virtue of the said Agreement dated 03/07/2018 /Powers of Attorney dated 03/02/2015, the DEVELOPERS have sole and exclusive right to construct the building/s and/or sell the Apartments consisting of flats etc. and to enter into Agreement for Sale with the third-party purchasers of the flat and to receive consideration in respect thereof.
- q. The DEVELOPERS have registered the building project on the SAID PROPERTY under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Panaji–Goa under Registration No \_\_\_\_\_.
- r. On demand from the PURCHASER, the DEVELOPERS have given inspection and copies to the PURCHASER of all the documents of title in respect to the SAID PLOT and the plans of building/s proposed building to be constructed in it and they are satisfied with the same.

- s. While sanctioning the plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPERS while developing the SAID PLOT and upon due observance and performance of which only the completion or occupancy certificate in respect of the building/s shall be granted by the concerned local authority. The said building scheme to be constructed in the SAID PLOT shall be known as “EDCON MONTE VERDE”.
- t. The DEVELOPERS have commenced construction of building/s EDCON MONTE VERDE in said plot in accordance with the plans approved by the various competent authorities.
- u. The PURCHASER has approached the DEVELOPERS, and has agreed to purchase from the DEVELOPERS, and the DEVELOPERS have agreed to sell unto the PURCHASER all that premises identified as FLAT No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mts. of super built up area and the corresponding carpet area being \_\_\_\_\_ sq. mts. situated on the \_\_\_\_\_ Floor of EDCON MONTE VERDE, for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), which consideration includes the cost of the proportionate undivided share in the land and subject to the satisfaction of further terms and conditions hereafter appearing, which FLAT is more particularly described in SCHEDULE No. III hereafter written and delineated in red colour outline on the Plan annexed herewith, hereinafter referred to as the SAID FLAT for the sake of brevity. The carpet area shall mean and include the carpet area permitted by the Goa (Regulation of Land Development & Building Construction) Act, 2008 and Goa (Regulation of Land Development and Building Regulation), 2010 based on which the plans have been approved by the all the competent government authorities and the PURCHASER has agreed for the same.
- v. The PURCHASER has agreed to pay the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the DEVELOPERS in the manner stipulated in

SCHEDULE No. IV hereafter written and has also agreed to abide by the other terms and conditions stipulated hereafter.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. PREMISES:**

The DEVELOPERS shall, under normal conditions, construct on the \_\_\_\_ floor in EDCON MONTE VERDE the SAID FLAT admeasuring \_\_\_\_\_ sq. mts. of carpet area and the corresponding super built up area being \_\_\_\_\_ sq. mts., situated on the \_\_\_\_\_ floor, more particularly described in **SCHEDULE No. III** in accordance with the specifications contained in **SCHEDULE No. V**.

**2. CONSIDERATION:**

- a. The DEVELOPERS agree to sell to the PURCHASER and the PURCHASER agrees to purchase from the DEVELOPERS the SAID FLAT for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which consideration includes the cost of the corresponding proportionate undivided share of land in the SAID PLOT corresponding to the carpet area of the SAID FLAT, to be paid by the PURCHASER to the DEVELOPERS as per the mutually agreed mode of payment specified in SCHEDULE No. IV along with applicable goods and services tax (GST) from time to time. In case of payment by cheque/s, the PURCHASER shall issue cheque/s which are payable in Panaji, Goa. Payment by outstation cheque/s shall be accepted solely at the discretion of the DEVELOPERS and in such case any amount deducted from the said cheque amount by the bank shall be borne by the PURCHASER.
- b. The PURCHASER has paid before execution of this Agreement for Sale a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as advance payment towards



booking of the SAID FLAT and agrees to pay to the DEVELOPERS the balance amount as per the mode of payment specified in **SCHEDULE No. IV**.

- c. Near about the commencement of the stages/ slabs or the installment becoming payable, the DEVELOPERS shall call upon the PURCHASER in writing (post/email) to pay the amount as stipulated in SCHEDULE No. IV, which shall be paid by the PURCHASER to the DEVELOPERS within 10 days of receipt of such written intimation.
- d. Wherever any extension of time or any other waiver is granted by the DEVELOPERS at its sole discretion it shall not be construed as waiver of any rights of the DEVELOPERS by and under this Agreement. The DEVELOPERS shall be entitled to enforce any of the terms and conditions of the Agreement irrespective of any such extension of time or waiver granted earlier.
- e. The PURCHASER shall issue cheque/s only from his own bank account towards payment of the consideration or towards any other payment under this Agreement. Any cheque issued other than from the bank account of the PURCHASER shall not be accepted by the DEVELOPERS.
- f. In case the PURCHASER desires to avail of a loan facility from any Bank / Financial Institutions, for the payment of the consideration amount to the DEVELOPERS then the DEVELOPERS have no objection for the same. However, such loan/mortgage of SAID FLAT, if any, shall be strictly subject to the terms and condition of this Agreement. The re-payment of the loan obtained by the PURCHASER shall be the sole responsibility of the PURCHASER without any liability to the Developers/Confirming Party.

3. **DEFAULT AND TERMINATION / CANCELLATION:**

- a. Time being the essence of this Agreement, if the PURCHASER commits any default, the DEVELOPERS may, without prejudice to its other rights, terminate this Agreement by addressing to the PURCHASER a written notice of

termination allowing the PURCHASER 15 days to make good the default. The defaults include:

- i. Non-payment of any of the installments as mentioned in SCHEDULE No. IV or;
  - ii. Non-payment of any money/interest payable by or under this Agreement on their respective due date/s or;
  - iii. Non-observance and/or non-performance of any of the terms of this Agreement.
- b. In the event the PURCHASER fails to make good the default within the said 15 days, this Agreement shall stand terminated on the expiry of the said 15 days.
- c. The DEVELOPERS shall, however, within 30 days of such termination, refund to the PURCHASER the amounts, if any, which may have till then paid by the PURCHASER to the DEVELOPERS under this Agreement towards consideration but without any further amount by way of interest or otherwise and after deducting an amount equivalent to 25% out of the consideration amount actually received by the DEVELOPERS, as liquidated damages, in respect of such termination. It is the sole responsibility of the PURCHASER to collect such refund from the DEVELOPERS, and the DEVELOPERS are not liable to pay any interest on the amount to be returned, if the PURCHASER for any reason whatsoever, delays or fails to collect the same from the DEVELOPERS.
- d. On the DEVELOPERS terminating this Agreement under this clause, the DEVELOPERS shall be at liberty to allot, sell, lease or dispose off the SAID FLAT to any other person/s for such consideration as the DEVELOPERS deem fit, for such consideration as the DEVELOPERS may determine and the PURCHASER will not have any right, claim or interest in the SAID FLAT, EDCON MONTE VERDE or the SAID PROPERTY and shall not be entitled to question or restrain this act of the DEVELOPERS or to claim any amount from the DEVELOPERS.

- e. Without prejudice to the DEVELOPERS other rights by or under this Agreement and/or in law, the PURCHASER shall be liable to pay to the DEVELOPERS, simple interest at the rate of 12% per annum, on all amounts due and payable by the PURCHASER under this Agreement, if any such amount remains unpaid for 15 days or more after becoming due. Non-payment of such interest shall also be a ground for termination as provided above.
- f. The DEVELOPERS shall have a first lien, claim, interest and charge in and on the SAID FLAT agreed to be acquired by the PURCHASER in respect of any amount payable by the PURCHASER to the DEVELOPERS under the terms and conditions of this Agreement.
- g. In case the PURCHASER, at any time desires to cancel this Agreement, the PURCHASER may do so by addressing to the DEVELOPERS a written notice of cancellation. The DEVELOPERS shall, however, within 30 days of such cancellation, refund to the PURCHASER the amounts, if any, which may have till then paid by the PURCHASER to the DEVELOPERS under this Agreement towards consideration but without any further amount by way of interest or otherwise and after deducting an amount equivalent to 25% out of the consideration amount actually received by the DEVELOPERS, as liquidated damages, in respect of such cancellation.
- h. It is the sole responsibility of the PURCHASER to collect such refund from the DEVELOPERS, and the DEVELOPERS are not liable to pay any interest, if the PURCHASER for any reason whatsoever, delays or fails to collect the same from the DEVELOPERS.
- i. On the PURCHASER cancelling this Agreement under clauses above, the DEVELOPERS shall be at liberty to allot, sell, lease or dispose off the SAID FLAT to any other person/s for such consideration as the DEVELOPERS deem fit, for such consideration as the DEVELOPERS may determine and the PURCHASER will not have any right, claim or interest in the SAID FLAT,

EDCON MONTE VERDE or the SAID PROPERTY and shall not be entitled to question or restrain this act of the DEVELOPERS or to claim any amount from the DEVELOPERS.

4. **COMPLETION:**

- a. Under normal circumstances, the DEVELOPERS shall complete the SAID FLAT on 31<sup>st</sup> May, 2024, subject to an extension of further 06 months, provided all amounts due and payable by the PURCHASER under this agreement are paid by the PURCHASER and received by the DEVELOPERS on or before the time frame stipulated in SCHEDULE No. IV hereafter written.
- b. The DEVELOPERS shall, upon completion of the SAID FLAT intimate the same to the PURCHASER in writing (post/email) and the PURCHASER shall, within 30 days from the receipt of such notice, pay all the outstanding amount/s due and payable by or under this Agreement. The DEVELOPERS, upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance with this agreement and shall not be responsible in any manner whatsoever, if the PURCHASER delays in taking delivery of the SAID FLAT. The PURCHASER shall be deemed to have taken and accepted the possession of the SAID FLAT on expiry of 30 days from the date of receipt of such written intimation by the DEVELOPERS. However, the physical possession of the SAID FLAT shall be handed over to the PURCHASER only after receipt of all outstanding amounts due and payable by or under this Agreement. In the event the PURCHASER fails to pay any/all outstanding amount due and payable by or under this Agreement within the stipulated time mentioned herein, the DEVELOPERS shall be entitled to terminate this Agreement as contemplated in clause 3(a) and 3(b) hereinabove. The delivery of possession shall be acknowledged in writing and will be given simultaneously to the PURCHASER or their authorized agent, on the signing and handing over of the acknowledgement letter of possession to the DEVELOPERS. The letter

acknowledging delivery of possession shall signify and be treated as conclusive, that the PURCHASER are satisfied with the quality of construction of the SAID FLAT and of the common areas, and that the same is free from all defects and deficiencies and is complete in all respects.

- c. No reasons, including non-supply of electrical/water connection, if any, from the concerned Government Department shall entitle the PURCHASER to refuse to take delivery of possession of the SAID FLAT.
- d. In case the SAID FLAT is completed before the date of completion as mentioned in clause no. 4(a) above, then the PURCHASER shall not refuse to take delivery of the SAID FLAT and/or to make the payment of installment towards consideration or any other payment by or under this Agreement.
- e. The DEVELOPERS shall provide a copy of occupancy certificate issued by competent authority to the PURCHASER at the time of delivery of possession.
- f. The DEVELOPERS shall not incur any liability including the liability to pay any interest/damages/compensation mandated under any law/rules in force if they are unable to deliver the SAID FLAT by the date stipulated in clause 4 (a), if the completion of the building scheme is delayed by reason of non-availability of construction material/s or man power to complete the building or water supply or electric power/ drainage, if any, sewage connection, if any, or by reason of war, civil commotion, flood, draught, cyclone, earthquake or any other calamity or any act of God or if non-delivery is as a result of any notice, order, rule, Regulation, Circular or notification of the Government and/or due to any restraining/stay/ status quo order passed in any legal proceedings by any court/ forum/ tribunal and/or any other public or competent Authority or for any other reasons beyond the control of DEVELOPERS or due to delay caused by the concerned departments in issuing the occupancy certificate/completion certificate or No Objection Certificate from the Fire Department or NOC from

any other competent Government Department and in any of the aforesaid events, the DEVELOPERS shall be entitled to reasonable additional extension of time of not less than 06 months for delivery of the SAID FLAT .

- g. (i) If for reasons other than the ones stipulated hereinabove, the DEVELOPERS are unable to or fail to give delivery of the SAID FLAT to the PURCHASER within the date specified in Clause 4 (a) above, or Clause (b) & (f) above or within any further date/s agreed by and between the parties hereto, then and in such case, the PURCHASER may terminate this Agreement by a written notice calling upon the DEVELOPERS to deliver possession of the SAID FLAT within 30 days. If the DEVELOPERS are unable or fail to deliver possession within the said 30 days this Agreement shall stand terminated in which event, the DEVELOPERS shall, within 30 days from such termination, refund to the PURCHASER the amounts, if any, that may have been received by the DEVELOPERS from the PURCHASER under this Agreement in respect of the SAID FLAT as well as simple interest on such amounts @ 12 % per annum.
- (ii) Upon such termination, neither party shall have any other claim against the other in respect of the SAID FLAT or arising out of this Agreement and the DEVELOPERS, shall be at liberty to allot, sell, lease and dispose off the SAID FLAT to any other person/s for such consideration and upon such terms and conditions as the DEVELOPERS may deem fit and the PURCHASER shall not be entitled to question or restrain this act of the DEVELOPERS or to claim any additional amount from the DEVELOPERS.
- (iii) It is the sole responsibility of the PURCHASER to collect such refund from the DEVELOPERS, and the DEVELOPERS are not liable to pay any interest, if the PURCHASER for any reason whatsoever, delays or fails to collect the same from the DEVELOPERS.

##### **5. USE AND MAINTENANCE:**

- a. The PURCHASER shall use the SAID FLAT only for the purpose of permitted

residential activity within the parameters of the rules in force. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premises owners in the said EDCON MONTE VERDE. The PURCHASER shall not store any hazardous/illegal material in the SAID FLAT and shall not store material in the SAID FLAT beyond the design load i.e. 300 kg/sq.m. of the slab. The PURCHASER shall not use the SAID FLAT for the purpose of running a bar/ restaurant/ discotheque/ night club/ party hall. The PURCHASER shall take care while carrying heavy packages / glass or any other item which may damage or likely to damage the staircases, lift, common passages, glass or any other structure/part of the building including the entrance of the building and in case any such damage is caused in this behalf by and/or on behalf of the PURCHASER then he shall be liable for the consequence and shall re-store and repair such damage caused at his own cost and expense.

- b. The PURCHASER shall, from the date of possession, or deemed possession as stipulated in clause 4 (b) maintain the SAID FLAT, the R.C.C structural members like slabs, beams, columns, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT 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 Town and Country Planning/Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
- c. The PURCHASER shall not to throw dirt, rubbish, rags, garbage or permit the same to be thrown from the SAID FLAT in the compound or any other portion of the SAID PLOT/SAID PROPERTY/ EDCON MONTE VERDE.

- d. The PURCHASER shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of this agreement or part with delivery of the SAID FLAT until all the dues payable by them to the DEVELOPERS under this agreement are fully paid up and that too only if the PURCHASER has not been guilty of breach or non observance of any of the terms and/or conditions of this Agreement and until they obtain/s the prior consent in writing of the DEVELOPERS.
- e. Any transfer of Agreement made by the PURCHASER in contravention to clause 5 (d) above will be null and void ab intio and shall not be binding on the DEVELOPERS in any manner whatsoever.
- f. The PURCHASER upon taking delivery of possession shall permit the DEVELOPERS and their surveyors and agents, with or without workmen and other persons, at all reasonable times, to enter into and upon the SAID FLAT or any part thereof, to view and examine the state and condition thereof and the PURCHASER shall make good at his own costs within two months of the DEVELOPERS giving a notice in writing to the PURCHASER, all defects, decay and wants of repair, and also for the purpose of repairing any part of the said EDCON MONTE VERDE and for the purpose of making, repair/maintaining, re-building, cleaning, lighting and keeping in order and condition, all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said EDCON MONTE VERDE, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.
- g. After taking delivery of the SAID FLAT, the PURCHASER shall not carry out any change(s)/ alteration(s)/ deviation(s) / modification(s) or any construction activity in the SAID FLAT or building EDCON MONTE VERDE. In the event



the PURCHASER desires to get any internal repairs/changes done in the SAID FLAT/ EDCON MONTE VERDE, he/she shall do so only after giving in writing the details of such repairs/changes to the DEVELOPERS and only upon obtaining a prior approval for such repairs in writing, from the DEVELOPERS. The DEVELOPERS shall at its discretion grant or refuse such approval without assigning any reasons thereof.

- h. In case the PURCHASER grants the approval for the internal repairs/changes after taking over the possession of the SAID FLAT, the PURCHASER shall do so without causing any damage of whatsoever nature to any part of SAID FLAT/ EDCON MONTE VERDE or the SAID PLOT. However, if any such damage is caused by the PURCHASER, the PURCHASER shall be solely liable for the same without any liability on the part of the DEVELOPERS. The PURCHASER shall ensure that such internal repairs/changes carried out by the PURCHASER is in conformity with the laws, rules/bye laws of the Town and Country Planning Department/Village Panchayat or any other competent authority and shall obtain necessary permission/licece/noc from such authority in that regard at the cost of the PURCHASER.
- i. The PURCHASER shall not use the SAID FLAT in a manner which disturbs the other flat premises holder of EDCON MONTE VERDE. Further the PURCHASER shall never seek the partition and disannexation of the proportionate undivided share of land in the SAID PROPERTY.
- j. The PURCHASER together with the other flat premises holders shall not affect any change to the SAID FLAT or the building as a whole which shall affect the structural safety of the building EDCON MONTE VERDE and the PURCHASER shall not affect any changes to the external façade of the building.
- k. There shall be defect liability period of 01 year computed from the date of delivery of SAID FLAT only in respect to structural cracks and no other cracks, which shall be rectified by the DEVELOPERS at its own cost and expense only

after confirming from the Engineer who has signed the structural drawings and executed the work of EDCON MONTE VERDE that such structural cracks are caused due to bad workmanship.

**6. DEFECTS:**

Upon the PURCHASER taking possession of the SAID FLAT or upon deemed possession as stipulated above the PURCHASER shall have no claim or grievance against the DEVELOPERS in respect of any item of work in the SAID FLAT or any common area or EDCON MONTE VERDE which may be alleged to be defective or deficient or alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the DEVELOPERS shall not be responsible for colour/size, variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

**7. OUTGOINGS:**

- a. Any development/betterment charges or deposits if demanded by or to be paid to the Town and Country Planning Department/Village Panchayat or any other competent Authority shall be payable by all the premises owners of the said EDCON MONTE VERDE, in such proportion as may be determined by the DEVELOPERS. The PURCHASER agrees to pay to the DEVELOPERS within seven days of such demand, such proportionate share of the PURCHASER of such charges or deposit.
- b. Goods and Services Tax (GST) at applicable rates with respect to the SAID FLAT or on the consideration price and/or any other payment under this Agreement for Sale shall be borne and paid by the PURCHASER along with the installments as per mode of payment specified in the schedule No. IV on or before the date provided therein. In case the PURCHASER fails to pay the GST, then the PURCHASER shall be liable to pay penal interest at the rate of 12% per

annum compounded quarterly on the outstanding service tax/GST amount, as per the applicable law in force, without prejudice to other rights of the DEVELOPERS under this agreement and under the law.

- c. Any levy or tax, fee, cess of any nature, including VAT (Value Added Tax) and Sales Tax, /GST if levied on the project building/s EDCON MONTE VERDE or on individual FLAT in EDCON MONTE VERDE including the SAID FLAT or on consideration price and/or any other payment under this Agreement for Sale and any incidental expenses shall be borne by the PURCHASER in such manner and proportion as may be decided by the DEVELOPERS.
- d. Any taxes, charges or outgoings levied by the Municipality/Corporation of City of Panaji or any other competent authority exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER, irrespective of whether the PURCHASER has taken the possession of the SAID FLAT or not.
- e. House tax, exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER from the date of occupancy certificate, irrespective of whether the PURCHASER has taken possession of the SAID FLAT or not.
- f. All the charges mentioned in clause 7 (a) to 7 (e) above do not form part of the total consideration as mentioned in clause (2) (a) hereinabove.

8. **VARIATIONS IN PLANS:**

- a. The PURCHASER have clearly understood and agreed that the DEVELOPERS shall be entitled, and are hereby permitted to make such variations and alterations/revision in the building plans/SAID FLAT or in the layout/elevation of the building/SAID FLAT including relocating the open spaces/all structures/buildings/ and/or varying the location of the access to the building. The PURCHASER on execution of this Agreement for Sale does hereby gives their irrevocable no objection to the above and it shall be considered as an irrevocable consent in writing of the PURCHASER required by law and no separate NOC is

required from the PURCHASER and the PURCHASER shall not question this act of the DEVELOPERS under any circumstances now or in future.

- b. The DEVELOPERS shall be entitled to unilaterally select/revise the specifications relating to the exterior of EDCON MONTE VERDE and/or all common structures/ areas/ amenities in and around EDCON MONTE VERDE.
- c. In the event, on account of change in plans or for any other reasons, the carpet area of the SAID FLAT is increased, the PURCHASER shall be liable to pay to the DEVELOPERS for the extra area, at such rate as may be calculated by the DEVELOPERS. Similarly if the carpet area of the SAID FLAT is decreased, the DEVELOPERS shall be liable to refund to the PURCHASER the amount corresponding to the differential area at such rate as may be calculated by the DEVELOPERS.

**9. FORMATION OF ENTITY:**

- a. The DEVELOPERS shall assist the PURCHASER and the other FLAT / PREMISES HOLDER in forming an Association of Owners / Maintenance Society or such other entity for maintaining the SAID PLOT/SAID PROPERTY and/or EDCON MONTE VERDE and the portion of the SAID PLOT on which it is constructed.
- b. It shall be entirely at the discretion of the DEVELOPERS to decide whether to form an Association of Owners / Maintenance society or such other entity, hereinafter referred to as the ENTITY for the sake of brevity herein.
- c. When the DEVELOPERS take a decision in this matter, the PURCHASER and other PREMISES HOLDER of EDCON MONTE VERDE shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation/registration of the ENTITY as and when called upon by the DEVELOPERS.
- d. The PURCHASER and the persons to whom the SAID FLAT is let, sub-let,

transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

- e. The PURCHASER hereby agree and undertake to be member of the ENTITY to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers, bye-laws and documents necessary for the formation and the registration of the ENTITY and return to the DEVELOPERS the same within 15 (fifteen) days of the same being intimated by the DEVELOPERS to the PURCHASER.
- f. No objection shall be given by the PURCHASER if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- g. The PURCHASER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPERS/CONFIRMING PARTY and of the other flat Premises HOLDER in EDCON MONTE VERDE.
- h. In the event the ENTITY is formed and/or registered before the completion of EDCON MONTE VERDE, the ENTITY and the PURCHASER together with other Premises HOLDER shall be subject to the overall authority and control of the DEVELOPERS in respect of any matter concerning the SAID PLOT/ SAID PROPERTY or portion thereof or the SAID FLAT, or EDCON MONTE VERDE or this Agreement.
- i. The DEVELOPERS shall be in absolute control of those premises in EDCON MONTE VERDE, which remain/s unsold. Should the DEVELOPERS decide to retain any portion in EDCON MONTE VERDE they shall join the ENTITY along with the other PREMISES HOLDER.
- j. All papers pertaining to the formation of the ENTITY and the rules and

regulations thereof shall be prepared by the DEVELOPERS or by the Advocate of the DEVELOPERS.

- k. All costs, charges, expenses, for the formation of the ENTITY and the rules and regulations including professional charges of legal practitioner or any other expert person appointed shall be borne by the PURCHASER together with other FLAT / PREMISES HOLDER in such proportion as may be decided by the DEVELOPERS and/or the ENTITY.

**10. TRANSFER:**

- a. The DEVELOPERS shall:
- i. get conveyed through CONFIRMING PARTY unto the PURCHASER, the SAID FLAT, and;
  - ii. the conveyance of the proportionate undivided share of the portion of the SAID PLOT or the portion thereof on which EDCON MONTE VERDE is constructed, corresponding to the carpet area of the SAID FLAT or, in such manner, as may be determined by the DEVELOPERS or get executed the conveyance of the SAID PLOTS through the CONFIRMING PARTY in favor of the entity, as the DEVELOPERS may at their sole discretion decide. All costs, charges, expenses etc. including stamp duty registration charges or any other expenses in connection with preparation, execution and registration of deed of conveyance/sale deed shall be borne by the PURCHASER/entity, as the case may be.
- b. The CONFIRMING PARTY agrees and undertakes to execute the conveyance/sale deed in terms of clause 10 (a) above, as the case may be, as and when called upon by the DEVELOPERS.

**11. INFRASTRUCTURE TAX, COMMON EXPENDITURE AND MEMBERSHIP FEES:**

a. The FLAT HOLDER on delivery of the SAID FLAT agrees to pay to the DEVELOPERS:

- i. Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) towards Infrastructure Tax, presently charged @ Rs 250/- (Rupees Two Hundred and Fifty only) per sq. meter of built-up area of the SAID FLAT.
- ii. Rs. \_\_\_\_/- (Rupees \_\_\_\_only) a deposit, which is non-refundable, (calculated @ Rs. 1,000/- (Rupees One Thousand Only) per sq. mts. of carpet area of the SAID FLAT), interest on which, calculated at such rates as will be prevailing from time to time for, Fixed Deposits of 1 year term of State Bank of India, shall be used to meet the common expenditure pertaining to the maintenance of EDCON MONTE VERDE and SAID PLOT/ SAID PROPERTY.
- iii. Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_only) shall be paid along with applicable goods and services tax (GST) to the DEVELOPERS/ENTITY as and when formed, as maintenance charges on a monthly basis towards the payment of common expenses like lift maintenance, common electricity, water supply, housekeeping, security, if any, of the entire building which includes open spaces around the building, staircases, lift, fire escape etc. The said charge is calculated @ Rs. 50/- (Rupees Fifty only) per sq.mts of carpet area. The PURCHASER on delivery shall pay the said monthly maintenance charges at the beginning of every month i.e. on or before 5<sup>th</sup> day of each calendar month for which it is due and payable towards the payment of common expenses such as lift, electricity, water charges, security, housekeeping of the building etc. The PURCHASER shall not stop/commit default in payment of said monthly maintenance charges for any reason whatsoever nature. In case of any discrepancy of

whatsoever nature as regards to the payment of said monthly

maintenance charges, it shall not entitle the PURCHASER to stop effecting the said monthly maintenance charges or any other payment by or under this Deed of Sale.

iv. Rs. 510/- (Rupees Five Hundred and Ten only) towards membership of the ENTITY.

- b. The DEVELOPERS shall, after, formation of the ENTITY, hand over the amount of said non refundable deposit and membership fees, after deduction if any, to the ENTITY.
- c. If the DEVELOPERS and/or the ENTITY are of the opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of EDCON MONTE VERDE/ SAID PLOT/ SAID PROEPRTY, the DEVELOPERS and/or the ENTITY are authorized to increase the aforesaid deposit/ monthly maintenance charges with prior intimation to the PURCHASER and the PURCHASER shall be bound to pay the same within 15 days from the date of such intimation.
- d. In case the PURCHASER stops or commits default in payment of said monthly maintenance charges for any reasons whatsoever nature, in such an event the PURCHASER will not be eligible for use of any common services like lift, common electricity, water supply, housekeeping, sewage disposal, if any, drainage, if any, etc. in building EDCON MONTE VERDE and the DEVELOPERS shall be entitled to restrain the PURCHASER from using such services, apart from such other action being taken by them and also for recovery of the said amount through the civil court /governmental authorities. Further the DEVELOPERS / Entity, to be formed, will be entitled to charge simple interest @ 12% per annum on the defaulted amount of monthly maintenance charges.



- e. The PURCHASER has agreed with the DEVELOPERS that in the event there is break down of any common services like lift, water pumps, water supply, electricity, generators, housekeeping, security, etc. in such an event, the PURCHASER shall not stop the monthly maintenance charges or claim any reduction in the monthly maintenance charges as fixed in terms of clauses hereof, nor shall seek any damages/compensation from the DEVELOPERS /ENTITY to be formed.

**12. USE OF CERTAIN FACILITIES:**

- a) The conditions and restrictions cast by the DEVELOPERS / ENTITY as and when formed in relation to the use of facilities and the timings of their use etc., in EDCON MONTE VERDE shall be binding on all the PURCHASER/users and the DEVELOPERS or the ENTITY, as the case may be, shall be entitled to refrain PURCHASER/any other person from using such facilities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time.
- b) The PURCHASER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding interest of the DEVELOPERS and of the other shop/office premises holder in building EDCON MONTE VERDE.
- c) The DEVELOPERS shall be entitled to allot, put to use or in any manner deal with the amenities if any in EDCON MONTE VERDE / SAID PLOT/ SAID PROPERTY subject to such payment as may be fixed by the DEVELOPERS from time to time. The conditions and restrictions cast by the DEVELOPERS in relation to the use of said amenities and the timings of their use etc., shall be binding on the PURCHASER and the DEVELOPERS shall be entitled to restrain the PURCHASER or any person from using said amenities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time.

- d) The common amenities such as verandas, passages, lift, staircase, landing & fire escape, are for common use of all the owners of flat premises holder of building EDCON MONTE VERDE and the PURCHASER shall not appropriate any part thereof for his exclusive use or personal benefit and shall not keep/store any item/material on the same. Furthermore the PURCHASER shall not cause nuisance/disturbance to the other FLAT premises holder of EDCON MONTE VERDE.
- e) The PURCHASER's rights under this Deed of Sale is limited and restricted to the SAID FLAT along with the proportionate undivided share of land in the SAID PROPERTY, corresponding to carpet area of the SAID FLAT and the PURCHASER shall not claim rights to any other premises in EDCON MONTE VERDE either as a PURCHASER / member of the Association of Owner/Maintenance Society or any other Entity, to be formed. The PURCHASER does hereby give her irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER, shall not claim any right or question this decision of the DEVELOPERS under any circumstances.
- f) Before delivery of the SAID FLAT, if the PURCHASER desires to visit the site then the PURCHASER shall intimate DEVELOPERS at least 02 days in advance of the proposed date and time of such site visit, so as to enable the DEVELOPERS to depute its representative to accompany the PURCHASER for site visit. The PURCHASER shall not visit the site without giving prior intimation and without accompanying the representative of the DEVELOPERS.

13. **PARKING:**

- a. The car parking lot in the open space in SAID PLOT may be allotted to the PURCHASER/ the other PREMISES HOLDER of EDCON MONTE VERDE as per its availability and at the sole discretion of the DEVELOPERS and such car

park lot, if any requested by the PURCHASER or other PREMISES HOLDER of EDCON MONTE VERDE will be allotted on first come first serve basis.

- b. The DEVELOPERS are entitled to accept or reject any such request for car parking lot sought by the PURCHASER or the other PREMISES HOLDER of EDCON MONTE VERDE at the sole discretion of the DEVELOPERS and the PURCHASER shall not be entitled to question such discretion of the DEVELOPERS under any circumstances, or to claim car parking lot as a matter of right.
- c. The PURCHASER / the other PREMISES HOLDER of EDCON MONTE VERDE shall not enclose the said car parking lot with any wall/fence and shall use the car parking lot, if allotted, exclusively for the purpose of parking her/his/their/its own car and shall not block the same or any other facility by parking her/his/their/its car nor permit/allow visitors of the PURCHASER to park their vehicle/s in the open space car parking lots of EDCON MONTE VERDE/SAID PLOT.
- d. The car parking lot shall not be considered for calculation of any fund as contemplated in clause 11(a), sub clauses (i), (ii), (iii) & (iv), written hereinabove or any other fund/charge to be created hereinafter.

**14. GENERAL:**

- a. The PURCHASER confirms having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY/SAID PLOT and of the sanctioned plans/layout plans/ approvals/ permissions/ noc's/ license relating to the SAID FLAT and EDCON MONTE VERDE and confirms having taken physical inspection of the site/building under construction or cause the same to be inspected and satisfied themselves as to its area, location, size and dimensions.
- b. It is clearly understood and agreed by and between the parties hereto that the DEVELOPERS shall have the unqualified and unfettered right to hold, allot, lease or give it on leave and license basis, to anyone of their choice, the private terrace

above the last floor of EDCON MONTE VERDE subject to the necessary means of access to be permitted for such purposes so as to reach the water tank, lift room, water pipelines and such other common facilities/ amenities, if any, of the said building of EDCON MONTE VERDE and the said terrace area shall not be considered for calculation of any fund as contemplated in clause 11(a), sub clauses (i), (ii), (iii) & (iv) written hereinabove or any other fund/charge to be created hereinafter as the maintenance of the said terrace will be taken care of by the DEVELOPERS exclusively. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER, Association of Owners/Maintenance Society or such other Society/Entity as and when formed, shall not claim any right or question this decision of the DEVELOPERS/CONFIRMING PARTY under any circumstances.

- c. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the FLAT premises in EDCON MONTE VERDE, if any, shall belong exclusively to the respective PURCHASER/S of such FLAT and such terrace spaces are intended for the exclusive use of the respective PURCHASER/S. The said terrace spaces shall remain open to sky and the PURCHASER/S shall not enclose or cover the said terrace without the written permission /NOC of the DEVELOPERS and/or the ENTITY, as the case may be, the concerned Municipal Council/ Village Panchayat / North Goa Planning and Development Authority and/or such other concerned authorities and the said terrace area shall not be considered for calculation of any fund as contemplated in clause 11(a), sub clauses (i), and (ii) & (iv) written hereinabove or any other fund/charge to be created hereinafter.
- d. It is clearly understood that the DEVELOPERS shall be entitled to allot, absolutely hold, put to use or in any manner to deal with the stilt car park, open space car park, other spaces and amenities of EDCON MONTE VERDE / SAID

PLOT/ SAID PROPERTY and the PURCHASER shall not question this act of the DEVELOPERS under any circumstances now or in future.

- e. It is clearly understood and agreed by and between the parties hereto that all rights regarding parking of vehicles/two wheelers in the open space surrounding the building EDCON MONTE VERDE in the SAID PROPERTY shall belong exclusively to the DEVELOPERS who shall be entitled to allot, hold for itself, put to use or in any manner deal with the open space parking in the manner as deemed fit and proper by them and the decision to allot any parking slot in the open space will be entirely upto the discretion of the DEVELOPERS. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society or any other Entity, as and when formed, shall not claim any right or question this decision of the DEVELOPERS under any circumstances.
- f. The PURCHASER shall display his signage only on the space allotted to them and the PURCHASER shall not use any other portion of the building or the open space to display any signage/hoarding or name board. For the purpose of uniformity on the exterior facade of EDCON MONTE VERDE, the PURCHASER shall use the design of grills as given by the DEVELOPERS. The PURCHASER shall take care to see that wires of any electrical/telephone/TV/broadband used in the SAID FLAT shall be exclusively drawn from the conduits/spaces provided by the DEVELOPERS. The PURCHASER shall not change the appearance of the exterior façade of the SAID FLAT or the building provided by the DEVELOPERS in any manner and without the written permission of the DEVELOPERS or the entity. The PURCHASER shall dispose the garbage generated from the SAID FLAT without causing any nuisance to the other premises HOLDER of EDCON MONTE VERDE. The PURCHASER shall use proper piping or conduiting to

dispose off the water flowing from the air conditioner if installed in the SAID FLAT without causing any nuisance to other PREMISES HOLDER of EDCON MONTE VERDE and shall take the consent of the DEVELOPERS in writing with respect to determination of the location for installing the external air conditioning units on any external part of the building EDCON MONTE VERDE.

- g. All letters, reminders, notices communications to the PURCHASER, by or under this Agreement or otherwise shall be addressed on the following address:

\_\_\_\_\_

**Contact No:** \_\_\_\_\_

**Email Id** \_\_\_\_\_

Any change in the above address shall be notified by the PURCHASER to the DEVELOPERS in writing. Until and unless the communication of such change in address is received by the DEVELOPERS the above address shall be deemed to be the valid and existing address of the PURCHASER. Any letters, reminders, notices, documents, papers, etc. served at the said notified address or at the changed address by Regd. A.D. or Under Certificate of Posting shall be deemed to have been lawfully served on the PURCHASER.

- h. All letters, communications etc. to the DEVELOPERS by or under this Agreement or otherwise shall strictly be by registered A.D. or Under Certificate of Posting and shall be addressed to its Partners Mr. Edwin de Menezes or Mr. Cedric A. Vaz on the following address:

Edcon Real Estate Developers,

5<sup>th</sup> Floor, Siddharth Bandodkar Bhavan,

Above Axis Bank, Dr. P. Shirgaonkar Road,

Panaji, Goa.

- i. Any oral communication/promise between the PURCHASER and the DEVELOPERS and/or any person acting on behalf of the DEVELOPERS shall

not be binding on the DEVELOPERS in whatsoever manner.

- j. The Floor Area Ratio (F.A.R) presently applicable to the SAID PROPERTY is increased for any reason then such increase shall ensure for the benefit of the DEVELOPERS alone without any rebate to the PURCHASER and the DEVELOPERS shall be entitled to construct on such increased floor area ratio (F.A.R) in EDCON MONTE VERDE/SAID PLOT/ SAID PROEPRTY. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society / any other Entity as and when formed, shall not claim any right or question this decision of the DEVELOPERS under any circumstances.
- k. The non-observance of any one or more clauses of this Agreement by the DEVELOPERS shall not be construed/treated as a waiver of, or preclude the DEVELOPERS from invoking another clause.
- l. The PURCHASER has agreed with the DEVELOPERS that in the event the PURCHASER desires to sell and/or transfer his/her rights in the SAID FLAT, as a whole or in part/s thereof to any person or persons, then in that event, the PURCHASER shall ensure that the future owner or transferee or successor in title or prospective new owners shall be bound to comply with all the terms and conditions of this Deed of Sale and also follow in letter and spirit all conditions, rules and regulations, bye laws framed from time to time by the DEVELOPERS/ Entity to be formed for the maintenance of building EDCON MONTE VERDE and the SAID PLOT/SAID PROPERTY. Any sale document, which does not guarantee the above, shall be invalid.
- m. All disputes which may arise between the parties to this Agreement in relation to any matter whatsoever concerning this Agreement shall be adjudicated by the courts at Mapusa, Goa only.

- n. At present the possession of the SAID FLAT has not been handed over to the PURCHASER.
- o. Every effort will be made by the DEVELOPERS to obtain sanitary/ water/ electricity/ sewage connections if any within the stipulated delivery date. However, no responsibility is accepted for any delay beyond the control of the DEVELOPERS in obtaining the services. Any expenses incurred in providing temporary supplies for the occupation of the SAID FLAT/premises shall be borne by the PURCHASER in such proportion as may be decided by the DEVELOPERS.
- p. The PURCHASER shall obtain his/her/their/its electric connection from the respective Government Departments at his/her/their own cost and expense. The DEVELOPERS shall only provide the PURCHASER with the required electrical test report pertaining to the SAID FLAT to the effect that the works are executed as per the Government regulations which is sufficient for obtaining electrical connections. All charges payable to the electricity department such as transformer/ meter charges or any other incidental and allied charges shall be borne and paid by the PURCHASER to the DEVELOPERS along with other Purchasers of the units, in such proportion as may be decided by the DEVELOPERS.
- q. The CONFIRMING PARTIES hereby declare and confirm that they have full knowledge of the present agreement and they have no objections whatsoever to the DEVELOPERS to construct/sell the SAID FLAT in EDCON MONTE VERDE.
- r. It is understood the word PURCHASER shall mean and include the PURCHASER of SAID FLAT/premises, plural of the PURCHASER as well as feminine gender of PURCHASER.
- s. The stamp duty and registration charges towards this Agreement shall be borne and paid by the PURCHASER alone.



**SCHEDULE No. I**

**(DESCRIPTION OF THE SAID PROPERTY)**

All that landed property identified as “**Torda**” also known as “**Gorbata**”, situated in the village Salvador-do-Mundo, Taluka Bardez, District of North and State of Goa, within the limits of village Panchayat Salvador-do-Mundo, comprising of Survey and Sub-Division Nos. 45/1, 82/17 and 78/11 of village Salvador-do-Mundo, Taluka Bardez, North Goa and bounded as follows:

On the North: By the stream

On the South: By hilly land belonging to comunidade of Serula.

On the East: By property of Gorbata and house of the Casmiro Agostinho Facho

On the West: By public road and property of Gorbata and house of the heirs of Francisco Paulo Abranches.

**SCHEDULE No. II**

**(DESCRIPTION OF THE SAID PLOT)**

All that part and parcel of the said property described in Schedule No. I hereinabove, comprising of Survey and Sub-Division Nos. 45/1 of village Salvador-do-Mundo, Taluka Bardez, North Goa admeasuring 1575 sq. mts and bounded as follows:

On the North: By Nallah.

On the South: By Public Road.

On the East: By property bearing survey No. 45/2.

On the West: By Road.

**SCHEDULE No. III**

**(DESCRIPTION OF THE SAID FLAT No. \_\_\_\_)**

FLAT No. \_\_\_\_ totally admeasuring \_\_\_\_ sq. mts. of carpet area and the corresponding super built up area being \_\_\_\_ sq. mts. on the \_\_\_\_ floor of EDCON MONTE VERDE. The SAID FLAT is shown delineated in red colour outline in the plan annexed.

**SCHEDULE No. IV**  
**(MODE OF PAYMENT)**

Sr. No.	Status	Amount
1	On Booking, if any	
	On signing Agreement	
2	On 3 months of Signing of Agreement	
3	On 6 months of Signing of Agreement	
4	On 9 months of Signing of Agreement	
5	On 12 months of Signing of Agreement	
6	On 15 months of Signing of Agreement	
7	On 17 months of Signing of Agreement	
	<b>Grand Total</b>	

**SCHEDULE No. V**  
**(SPECIFICATIONS OF THE SAID FLAT)**

**The Structure:**

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of 4 ½” brick masonry and the external walls will be 9” brick/laterite masonry.

**Plaster:**

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

**Flooring:**

The flooring will be of vitrified ceramic tiles/ceramic tiles. The basic cost of the vitrified/ceramic tiles is Rs. 300/- per sq. mts. Toilet floor will have ivory ceramic matt tiles and dado will have ivory glazed tiles. The basic cost of the toilet floor and dado tiles is Rs. 300/- per sq.m.

**Door:**

Main Door- Teak Wood Frame with Teak Wood Door

Internal Door- Salwood Frames/flush door with lamination. All doors will be with required Indian Standard locksets.

**Windows:**

Windows will have anodized aluminum sliding windows with glass. Toilets Ventilators will be of anodized aluminum louvers.

**Décor: External:**

External walls will be painted with cement paint/external emulsion paint/external apex paint.

**Kitchen:**

Kitchen will be provided with granite platform with stainless steel sink & dado of two feet height of ceramic tiles.

**Internal Décor:**

The walls will be painted with oil bound distemper, ceiling with oil bound distemper or white wash or Acrylic distemper.

**Water Tanks:**

A common underground sump with a common electric pump and a common overhead sump tank will be provided.

**Plumbing & Sanitary:**

Soil, waste and water pipes will be partially concealed. White / Ivory colored glazed Indian / European W.C units will be provided with flushing system. The sanitary installation will be in accordance with municipal specifications.

**Electrical Installations:**

1. Living room will be provided with 4 light points, 1 fan point, 1 A/C point, one 2amps point, 1 TV point and 1 telephone point.
2. Dining will be provided with 2 light points, 1 fan point, and one 5amps point.
3. Bedroom will be provided with 2 light points, two 5amps points, 1 fan point and 1 A/C point.
4. Kitchen will be provided with one 15 amps point, two 5 amps points, 1 light point and 1 exhaust point.
5. Toilet will be provided with 1 light point, one 5 amps point, one 15amps point and 1 exhaust point.
6. Balcony will be provided with 1 light point.

**GENERAL**

The building may be provided with a lift, if any.

**IN WITNESS WHEREOF** the parties hereto have signed and set their hands to this Agreement, on the day, month and year first hereinabove mentioned

SIGNED SEALED AND DELIVERED

By the within named **EDWIN T. DE MENEZES**

As PARTNER of the DEVELOPERS

\_\_\_\_\_

\_\_\_\_\_

**L.H.F.P.**

**R.H.F.P.**

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

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

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

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

3. \_\_\_\_\_

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SIGNED SEALED AND DELIVERED

By the within named **CEDRIC A. VAZ**

As PARTNER of DEVELOPER

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**L.H.F.P.**

**R.H.F.P.**

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(SIGNED SEALED AND DELIVERED  
by the within named PURCHASER)  
**MR.**

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**L.H.F.P.**

**R.H.F.P.**

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(SIGNED SEALED AND DELIVERED  
by the within named CONFIRMING PARTY)  
Mr. IGNATIUS NAZARETH  
Represented herein by his duly constituted  
Power of Attorney Holder  
**ENG. CEDRIC. A. VAZ**

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**L.H.F.P.**

**R.H.F.P.**

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IN THE PRESENCE OF:

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

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