

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at _____ Goa, on this _____ day of _____ of the year Two Thousand and Nineteen (___/___/2019) by and

B E T W E E N

1) M/S. SALDANHA DEVELOPERS PVT LTD, a company incorporated under the companies act and having its Registered Office at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 and Branch Offices at 302, Mathias Plaza, 18th June Road, Panaji, Goa and DS-1,2, Pancharatna, Martires Dias Road, Margao, Goa, having Permanent Account No. AAACS7418P, duly represented by its Managing Director Mr. Benedict Saldanha, age 58 years, son of late Mr. Joseph M. Saldanha, Married, Businessman, Indian National holding Permanent Account No. AAEPS1457M, Aadhar No 6016 2143 0941, residing at, La Marvel Colony, Dona Paula, Ilhas Goa hereinafter called "VENDOR / DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors administrators and assigns) of the **FIRST PART**.

AND

2) _____, 42 years of age, S/o. _____, _____, Lawyer, Indian National, holding Permanent Account No. _____, residing at _____.

Hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, successors, representatives and assigns) of the **OTHER PART**.

WHEREAS:

I. By a Deed of Sale signed on the 8th December 2015 and registered with the Sub-Registrar of Bardez, Goa, under registration No. BRZ-BK1-09092-2015, CD number BRZD775 , Book No. I Document on 08/12/2015, the Vendor/Developer has acquired right, title and lawful possession from:-

(i) Mrs. Maria Arcangela D'souza, , widow of Anthony Rosario D'Souza, 73 years old, housewife, Indian National, resident of House No. 2/A, Dil, Pazir CHS, Irla Society Road, Vile Parle (West), Mumbai 400 056

All that plot of land described in schedule I herein under bearing Survey Nos. 31/5, 7/4 and 8/7 admeasuring 775, 850 and 1050 square meters respectively, of the Village of

Nachinola, admeasuring in the aggregate 2675 square meters, which plot of land forms part and parcel of the western half of the larger property denominated 'Gorbatta', wherein there exists a residential house, which property comprises of three additions, the first denominated 'Boqueporbuchem Batta' or 'Teliachem Batta'; the second denominated 'Gorbatta' or 'Xir'; and the third denominated 'Gorbatta', all interconnected and forming one property with the denomination of 'Gorbatta' situated in the village of Nachinola, Sub-District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez at Mapusa, under No. 6148 at Page 258 and 259 of Book B (new), which **is the** western half of the said larger property, as per the Certificate of Registration issued by the Land Registration Office is described as under :

On the **EAST:** by the property of the heirs of Honorato Agostinho Ernestinho Coutinho,

On the **WEST:** by the property Gorbatta of heirs of Marinomo Vicente Luiz de Saldanha and of Pascoal de Souza,

On the **NORTH:** on the North on the top of the hill of the Comunidade of Nachinola, and

On the **SOUTH:** by the field Verica of the Comunidade of Nachinola.

Whereas by another Deed of Sale signed on the 20th March 2017 and registered with the Sub-Registrar of Bardez, Goa, under registration No. BRZ-BK1-02220-2017, CD number BRZD787 , Book No. 1 Document on 31/05/2017, the Vendor/Developer has acquired right, title and lawful possession from:-

(1) **MRS. ANTHONY D'CRUZ**, son of Amaro Roque D'Cruz, aged about 55 years, married, retired officer, and his wife;

2) **MRS. CHERYL D'CRUZ**, wife of Mr. Anthony D'Cruz, aged about 52 years, housewife, both Indian Nationals and residents of 561, Clover Citadel, Salunke Vihar Road, Wanowrie, Pune 411040,

All that plot of land Described in schedule II hereinunder bearing survey no. 31/6 admeasuring 550 square meters respectively, of the Village of Nachinola, forming part and parcel of half of the larger property denominated "Porquea Porbulem batta" also known as "Ghorbatta" or "Toleachem Batta" also known as Gorbatta, situated in the

village of Nachinola, Sub District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez, under no. 6243 at page 351 of Book B new 16, is bounded as under :

on the **EAST:** by the property bearing survey no 31/1 of the comunidade of Nachinola

on the **WEST:** by the road,

on the **NORTH:** by the property bearing survey no 31/5 of Felix Conceicao Piedade de Souza , and

on the **SOUTH:** by the property bearing survey no 31/7 of Pundalik Venkatesh Dhond.

V) That the title of the original Owners of the property described in Schedule I and II is cited in the said Deed of Sale dated 08/12/2015 and 20/03/2017 executed between the Vendor/Developers and the Owners, pursuant to which the Vendor/Developer has taken possession of the properties, which properties shall hereinafter together be referred to as the "said property" and the Purchasers has perused all the documents of title of the said property namely the Deed of Sale dated 08/12/2015 and 20/03/2017 and is satisfied with the title of the Owners and Vendor/Developer to the said property.

VI) That the Vendor/Developer decided to develop the said property by constructing thereon Residential **VILLAs** by setting up the necessary infrastructure, such as roads, open spaces, recreation places and such other amenities and has named the project as "SALDANHA GREEN VALLEY III", and for the said purpose the Vendor/Developer has prepared plans for development of the part of said property namely survey **no 31/5 & 31/6**, Described in schedule III herein under in a manner as proposed above and secured approvals from the Town and Country Planning Department vide Technical clearance order no. TPB/3966/NACH/TCP-18/1575, dated 26/04/2018, NOC from the Health officer vide No. PHC/Aldona/NOC/Construction/2018-19/250 dated 14/5/2018 and the Village Panchayat of Nachinola has granted construction license vide No.04/VP/Nac/Construction License/2018-2019/552 dated 29/08/2018 for the development of the part of said property and the Deputy Collector of North Goa has granted Sanad for conversion of the Survey Nos 31/5 & 31/6 of said property under provision of the Land Revenue Code vide No: 4/161/CNV/AC-III/2017 dated 15/05/2018 & No : 4/157/CNV/AC-III/2017/502 dated 15/05/2018 respectively

VII) That pursuant to the said permissions the Vendor/Developer has proposed to develop part of the said property described in Schedule I and II as per the approved

plans and has opened for sale VILLAs which shall hereinafter be referred to as "VILLA" to the intending Purchasers,

VIII) The location of the proposed VILLA in the said developable land is as per the plans sanctioned by the above mentioned authorities, which is marked in "site plan" annexed to this Agreement wherein the proposed VILLA with numbers indicating the same are marked.

IX) The Vendor/Developer has already announced the commencement of the development of the said property in the manner aforesaid and is desirous of selling the VILLA to the intending Purchasers on Ownership basis.

X) The Purchaser being desirous of purchasing the VILLA has approached the Vendor/Developer to get constructed for him Villa no. _____ in Block _____ on the _____ floor, admeasuring Super built up area (which includes incidence of staircase/passages/balconies/wall thickness etc) of _____ square meters, which corresponds to the Carpet area of _____ sq mts, along with a swimming pool stilted car parking , in the project herein after called "SALDANHA GREEN VALLEY III" proposed and shown in the annexed "site plan" in the said developable land and the said VILLA is shown in the "floor plan" annexed hereto in Red transverse lines and more particularly described in Schedule I A herein after and AS PER SPECIFICATIONS fully described in Schedule II A, II B appearing hereinafter and the Purchasers have seen the plans and specifications **sanctioned by the local authorities.**

XI) The Purchaser hereby acknowledge as seen the Deed of Sale, documents of the said property and the opinion on the title issued by the Developer's solicitors, the permission/approvals and licenses for the Construction of the development from the concerned authorities and has otherwise satisfied himself about the title of the Owner and Vendor/Developer to the said property and the necessary permissions.

XII) The Purchaser has agreed to purchase and the Vendor/Developer has agreed to sell the VILLA No. _____ consisting of stilts upper ground and first floor admeasuring an area of _____ square meters of super built - up (which includes incidence of staircase/passages/balconies/wall thickness etc) which correspondence to _____ sq meters carpet area , on ownership basis in the said "SALDANHA GREEN VALLEY III" as proposed to be constructed as aforesaid at the price and on other terms and conditions hereinafter set out.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

CLAUSE - A

1) The Vendor/Developer, shall construct the VILLAs /stilt and Open parking in the said property described in schedule III, in accordance with the plans, designs and specifications seen and approved of by the Purchasers with such variations and modification as the Vendor/Developer deems necessary and/or as per the directions of the Town and Country Planning Authority and/or the local authorities from time to time. The Purchaser hereby agrees to such variations and modification as and when made.

2) The Purchaser declares that the Purchaser has inspected and investigated the title to the said property and has satisfied him self about the title of the Vendor/Developer to the said property and no requisition or objection shall be raised by the Purchaser on any matter relating to the title or otherwise howsoever.

3(a) The Purchaser hereby agrees to take and acquire the Villa no. _____ to be constructed on the _____ floor with super built up area (which includes incidence of staircase/passages/balconies/wall thickness etc) admeasuring _____ square meters, corresponding to Carpet area of _____ sq mts constructed on part of the said property as aforesaid and the said project is called "SALDANHA GREEN VALLEY III ". A plan and specifications of which is seen and approved of by the Purchaser for an aggregate sum of Rs._____/ - (Rupees Ten -----Only). The Carpet/ Super built-up areas are better described in Schedule IA

The fixtures fittings and amenities to be provided by the Vendor/Developer in the said VILLA are those that are set out in schedule IIA, annexed hereto.

(b) It is also clearly agreed between the Purchaser and the Vendor/Developer that prior to taking possession of the VILLA , it will be measured and in the event of the area mentioned in Clause 3(a) hereinabove is increased or decreased; the price mentioned in Clause A 3(a) will be proportionately amended as per the same unit rate per sq.mts mentioned in Clause A 3 (a).

CLAUSE -B**1. Final Saleable area.**

The Super built-up/Carpet Area as defined in Schedule I A herein below of the VILLA is subject to variation, if any, depending on the exact, final areas of the common structures and built areas and amenities as finally constructed that form part of the Development and are to be factored into the computation of the Super built-up Area.

The Purchaser have further agreed and confirmed that the Super builtup area/Carpet area and calculations thereof, as referred to and defined herein, of the VILLA as finally constructed and completed are subject to:

- a) Variations consequent to any revisions, amendments or modifications if any, of/in the building plans that may be required or directed to be made by the concerned authorities;
- b) Variation necessitated due to improving the project and as per trade accepted practice of the Developer.

2) MEASUREMENT:

On completion of construction of the VILLA and the Development, the Super built-up and carpet area of the VILLA shall be measured and quantified per the definition in Schedule IA hereunder and notified to the Purchaser prior to the date for handover of possession. The Purchaser agree that if the Super built-up and Carpet area of the VILLA measured and quantified per the definition hereunder and certified as aforesaid on completion of construction of the Development, is found, to be greater than that specified in Schedule IA then in such an event they shall, on or before taking possession pay the Developer for the increased area on the basis of the sale price per unit area of the Villa. Similarly, if the certified area is found to be less than that specified in Schedule IA, the Developer shall refund to the Purchaser and amount, computed on the same basis, for the decreased area.

CLAUSE -C

The Purchaser agrees to pay and discharge the consideration for the acquisition of the said Villa no. ___ in Block __, to be acquired by him as under:-

(A) PURCHASE CONSIDERATION:

- | | |
|--|---------------------|
| 1. On signing of Agreement | Rs. _____/- |
| Add GST @ 5% | <u>Rs. _____</u> /- |
| | Rs/- |
| 2. Installments: | |
| i) On commencement of laying of foundation | Rs. /- |
| Add GST @ 5% | <u>Rs./-</u> |
| | Rs. /- |
| ii) On Completion of plinth | Rs. /- |

Add GST @ 5%	<u>Rs./-</u>
	Rs. /-
iii) On commencement of laying the 1 st slab	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-
iv) On commencement of laying the 2 nd slab	Rs. /-
Add GST @ 5%	<u>Rs. /-</u>
	Rs. /-
v) On commencement of laying the 3 rd slab	Rs. /-
Add GST @ 5%	<u>Rs. /-</u>
	Rs. /-
vii) On commencement of Masonry	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-
viii) On commencement of internal Plastering	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-
ix) On commencement of external Plastering	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-

x) On fixing of flooring	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-
xi) On handing over of possession	Rs. /-
Add GST @ 5%	<u>Rs./-</u>
	Rs. /-

(B) STAMP DUTY, REGISTRATION FEE & LEGAL FEES:

All statutory impositions, such as GST, TDS, Stamp duty, Registration fees and any other impositions that might become applicable shall be promptly paid by the Purchaser at the required times and as per the State/Central Government stipulations and rates prevailing on the date (s) on which the payment of such impositions is/are to be made to the concerned authority(s).

Stamp Duty, Registration and legal fees shall be paid by the Purchaser in two stages as follows:

1) At the stage of execution of this agreement:

a) Stamp duty @ 2.9%: Rs. _____/-

b) Legal Charges: Rs. 5000/- (Rupees Five Thousand Only) payable for the drafting, preparation and registration of this agreement.

c) Registration Charges Rs. 1000 approx.

2) At the stage of execution of the Sale Deed:

a) Stamp duty presently @ 0.1%: Rs. _____/-

b) Registration fees presently @ 2%: Rs. _____ (Processing Fees) = _____/-

c) Legal Charges: Rs. 15,000/- (Rupees Fifteen Thousand only) for the drafting, preparation and registration of Sale deed.

3) The Purchaser shall on or before delivery of the possession of the said Villa agrees to pay the Developers towards the following amounts:

(a) Rs. _____/- for electricity Connection Charges.

(b) Infrastructure tax - As Applicable

Further the Vendor/Developer is not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amounts on the respective due dates.

Any other statutory payments/taxes levied by the Government or local authorities that are currently applicable or may become applicable in the future for the Villa shall be

borne by the Purchaser and promptly paid by the Purchaser at the required time as per the state/central government rates prevailing on the dates when the payment of such impositions become due and payable as per the rules of the concerned statutory authority.

(C) SHARE OF MAINTENANCES EXPENSES:

The maintenance expenses towards the common road and the landscaping around the road shall be shared in equal proportion by the villa owners of villa A & B.

The aforesaid payments shall be made within a period of 15 days of notice in writing by the Vendor/Developer to the Purchaser at the address given as herein above mentioned, on completion and giving possession of the Villa.

The Purchaser agrees to be punctual in making payments as per the clause mentioned above and remit within times from the bank account so as to reach the Developers bank account within the time mentioned in the notices.

The Purchaser shall monitor the progress of the construction of the projects up to its completion by viewing the Developer's website showing the progress and photographs of the construction completed. The Developers shall not be required to send photographs of the progress of the site to the Purchaser. The Purchaser or its representative is free to inspect the site after ensuring the all safety aspects governing the site and enforced by the Developer and are complied with.

D) ADDRESS OF NOTICES: The Notice referred in the preceding clause and all other notices to be served to the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./under certificate of posting at his address as aforesaid mentioned and the same shall be sufficient discharge to the Vendor/Developer.

E) DEVELOPER BANK INFORMATION. All payments should be made payable at Panaji, Goa only and shall be in favor of "Saldanha Developers Private Limited." The outstation cheques shall be sent for clearing and the Bank charges shall be recovered from the Purchaser at actual.

F) LATE PAYMENT INTEREST.

Without prejudice to the foregoing clauses and other rights under this Agreement, The Purchaser agrees to pay the Vendor/Developer interest at fifteen percent per annum on all the amounts which become due and payable by the Purchaser to the Vendor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor/Developer. It is expressly agreed by the

Purchaser and the Vendor/Developer that, in respect to all the payments hereinafter mentioned that time shall be the essence of this Agreement.

G) FULL PAYMENT.

If Purchaser for any reason of their own is unable to take physical possession of the VILLA as per the notice by the Developer that the Villa is ready for possession, the Developer may agree on a date that is convenient for the Purchaser to take possession, however the purchaser shall make the full payment of the all amounts payable as per this agreement within the stipulated time allowed in the notice to take possession.

H) RECEIPTS AND PAYMENTS BY THE DEVELOPER: Any payments remitted by the Purchaser to the Developer's bank account in currencies other than Indian Rupees will be considered as having been made in Indian Rupees as per the then prevailing exchange conversion rate applied by the Developers' bankers. All payments by the Developer to the Purchaser of any amounts under this agreement including refunds if any, shall be made in Indian Rupees by cheque or other instrument drawn on the Developer's bank account. All refunds by the Developer to the Purchaser shall be limited to the amounts actually received net of bank transfer charges. The Purchaser are aware and agrees that the Developer shall not be liable or responsible to refund or make good any taxes, stamp duty, registration fees and other statutory impositions paid or payable by or paid on behalf of the Purchaser.

I) CHEQUES RETURNED UNPAID: It is specifically agreed and understood that the Purchaser shall make arrangements for sufficient funds to honor all cheques issued towards payment by the Purchaser to the Developers of all amounts under this agreement and in the event of the cheque being returned unpaid, the Purchaser is stopped from taking a defense that the same was not issued in discharge of a legally recoverable liability or that no liability existed as on the date when the cheque was presented for collection by the Developers.

CLAUSE D- TERMINATION

(1) DEFAULT BY PURCHASER.

On the Purchaser committing default in payment on the due date for any amount due and payable by the Purchaser to the Vendor/Developer under this Agreement (including his proportionate shares of taxes levied by the concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Vendor/Developer shall be entitled at its own option to terminate this Agreement. Provided always that power of termination herein contained shall not be exercised by the Vendor/Developer, unless and until the

Vendor/Developer, has given to the Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and notice of the specific breach and/or breaches of the terms and conditions and in respect of which it is intended to terminate the Agreement and the default should be remedied by the Purchaser within a period of 15 days after the giving of such notice. Provided further, that upon termination of this Agreement as aforesaid, the Vendor/Developer shall process the refund to the purchaser of the money till then paid by the purchaser, but the Developers shall not be liable to pay to the purchaser any interest on the amount so refunded. The refund to the purchaser shall be made as soon as the Developer receiving the booking amount from the new purchaser of the VILLA or within four months of the termination whichever is earlier. Further the Developers shall be at liberty to enter into any agreement in respect of the VILLA as the Developer deems fit and the purchaser shall not be entitled to questions such termination or challenge such an agreement or make any claims from the Developers of any amount other than the refund of the total amount actually received by the Developers.

(2) TERMINATION BY PURCHASER.

In the event of the Purchaser intending to terminate this Agreement, the Purchaser hereby agrees to permit the Vendor/Developer, to deduct 10% of the total Agreement amount, mentioned in Clause A 3 (a) herein above and the Vendor/Developer agrees to make full payment of the balance amount within a period of 90 days of receiving a letter of cancellation and signing of the Cancellation Deed or any other document whichever is later, including any documents to be cancelled at the Sub-register.

CLAUSE - E -HOME FINANCE INSTITUTIONS

1) In the event the purchaser avails of a home loan/finance from a bank or financial institutions (FI) for the purchase of the Apartment, then notwithstanding any stipulations by or terms and conditions agreed between the purchaser and the FI, it shall remain the purchaser liability and responsibility to ensure that the FI deliver each installments to the Developer on or before the due dates stipulated in the demand notice sent as per clause **C-A above on page ____**. Further the purchaser shall also be responsible to deliver each of the aforesaid demand notices to the FI, well in time so that the installment due, reaches the Developer on the dates stipulated. The purchaser shall be solely responsible and liable for delays by FI in processing or sanctioning the loan and the processing, disbursement, release of payment installment by the FI to the Developer. In the event of any delay in receipt of payment to the Developer of any installments from the FI, the Developer reserves the right at its sole discretion to either terminate this agreement in the manner mentioned in clauses D1 and subject to the

other provision herein, refund to the FI or purchaser all amount paid by the purchaser or to accept the delayed payments from the purchaser along with the interest at 15 percent per annum.

2A) FIRST LIEN AND CHARGE:

Subject to the right to avail of a home loan from any FI, the purchaser shall not create any third party rights in respect to the VILLA or sign any agreement with third parties other than the FI, without the previous consent in writing of the Developers and until and unless all amount payable by the purchaser to the Developers under this agreement are fully paid. It is hereby agreed that the Developer shall always have first lien and charge on the VILLA in respect of any amount remaining unpaid by the purchaser under the terms of this agreement.

2b) The Vendor/Developer shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have first lien and charge in respect of the said VILLA agreed to be acquired by the Purchaser.

2c) In the event of a default by the Purchaser on any home-loan/ finance permitted as above, the Developer reserves the right to terminate the agreement and, as provided for herein, refund all monies that the purchaser/FI has advanced to the Developer.

CLAUSE - F POSSESSION:

(1) The Vendor/Developer shall under normal circumstances, hand over the possession of the Villa to the Purchaser on or before 36 months from the date of signing this Agreement and to the provision in clause H and subject to an automatic extension/grace period thereafter of six months.

2) The Purchaser shall take possession of the Villa within thirty days of the Vendor/Developer giving written notice to the Purchaser, intimating that the said Villa is ready for use and occupation.

3) The Vendor/Developer shall deliver the possession of the said Villa to the Purchaser after the Vendor/Developer has obtained from the concerned local authority occupancy and/or completion certificate in respect of the Villa, that the same is ready for use and occupancy provided that the Purchaser shall have paid to the Vendor/Developer amounts mentioned in Clause C and shall have executed by him all forms of applications for forming an society referred to hereinafter and has duly performed all the terms and conditions and obligations under these presents.

b) The Purchaser agrees that on receipt of the occupancy certificate from the Village Panchayat, the Developer will apply for the electrical, water, and other utilities/supply and connection for or to the development, and follow up diligently with the concerned authorities for the approval/sanction/release of the supply/ connections. Subject to the above, the development shall be considered and deemed to have been completed on the Developer obtaining the occupancy certificate for Villa, despite the other utilities/supply/final connections may not have been sanctioned/released/provided to the Villa and or the development by the concerned authorities or service providers.

c) Before taking possession, the purchaser will inspect and satisfy himself that construction is as per the plan and specification, and bring to the notice of the Developers in writing any defect/deficiencies/deviations and the Developers within 10 days of the inspection and subject to the terms and conditions herein, make good, correct, rectify and repair the defect/deficiencies/deviations brought to the notice of the Developers. Within 7 days of correction of the defects etc, the purchaser shall take possession of the Villa and receive the keys of the Villa from the Developer after signing of the possession certificate. The purchaser shall not delay taking possession by raising objections, dispute in respect of the condition and specification of the Villa, or in respect of any item/s of work or defects/deficiencies/deviation that have been repaired/rectified/corrected.

CLAUSE - G

1.a). THIRD PARTY TRANSFER: Upon receiving possession of the Villa and prior to execution of the Deed of Sale the Purchaser shall, subject to the other terms and conditions herein, have the right to or otherwise transfer his/her/their rights hereunder to any person/s of his/her/ their choice or deal with or dispose of or part with in any manner whatsoever, or assign, or part with as aforesaid their interest under the benefit of this Agreement but only if:

b). All the amounts and dues payable to the Developer under this agreement are fully paid up;

c). The Purchaser are not in any default/s or breach/es of any of the terms, conditions and covenants of this agreement;

d). The Purchaser obtains Developer's prior written approval of the document/agreement/deed/writing effecting or purporting to effect such assignment or transfer.

2. BINDING OF THIRD PARTIES: In the interest of all the purchaser/transferees and residents of VILLA in the Development and to better ensure the harmonious and co-operative enjoyment of the Development by all these persons, the Purchaser agree to make all the terms, conditions and covenants of this agreement, the BYLAWS and the

Deed of Sale applicable to and binding on the person/s to whom the Villa is transferred to and into whosever's hands the Villa may come. If and when, subject to the terms and conditions herein, the Purchaser agrees to or effects the transfer of the Villa or gives it out on rent, lease, leave and license, etc. all the terms, conditions and covenants of this agreement, the BYLAWS and the Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed/s or instrument/s agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that the covenants, conditions, rules and regulations herein are made applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the Villa may come.

2) The PURCHASER hereby agrees that for **resale or reassign** of Villa any time before the formation of the society or Sale Deed is registered an amount of Rs. 1,000/- (Rupees One Thousand Only) per sq.mts, shall be paid to the VENDOR/DEVELOPER irrespective of the price the Villa is sold as administrative fees for bringing the new vendor on record and for necessary documentation fees.

However all the amount due to the VENDOR/DEVELOPER will have to be cleared/paid before the resale or reassignment of the Villa

CLAUSE - H DELAYS.

1) The Developers shall not be in default of this agreement nor shall the Developer incur any liability of any nature whatsoever in the event of any delays in the completion of the development or in the handing over of possession of the Villa on the stipulated possession date including the automatic extension/grace period of six months mentioned where delays is on account of reasons beyond the Developers control, and delay is account of:

(a) Non-availability or shortages or restricted supply of steel, cement, sand and other building material, water or electric supply. Delays caused due to transport or other strikes, stoppages, outages or other causes.

(b) War, civil commotion or acts of God.

(c) delays due to changes in any laws, rules, regulations, of the concerned authorities or changes in the approval and completion certification requirements or due to the issuance / promulgation of any notices, act, law, statutes, order, rule, notification departmental rules of business or change in public policy of the local, state or central authorities.

(d) Delays due to any legislation/enactment that could adversely affect the development or its construction or its completion or the sale of Villa therein.

(e) Delay in approval /sanction/connection/installation of the electricity, water, or other utilities to the development provided any such delays are not a consequence of any acts of commission or omission on the part of the Developers.

(f) Delays caused by any activism, extortion, agitation, PIL, or any inference by group of persons that hampers stops, delays, impedes or affect the constructions of the Villa or the development of the work, effecting the free movement of manpower and material and vehicles into or out of the property for any length of time.

(g) Any notice, order, rule, notification of the Government and/or other Public or competent authority.

(h) Delay by local authorities in providing of infrastructure to the project, including Electricity/water connection.

FAILURE TO HANDOVER POSSESSION.

2.a) If the Vendor/Developer further fails or neglects to hand over possession of the Villa to the Purchaser on account of reasons beyond its control, and mentioned in clause H 1(a-h) above after allowing the automatic grace period or extension of time, in that event the Vendor/Developer shall be liable on demand to refund to the Purchaser the amounts already received by the Vendor/Developer in respect of the Villa with simple interest at six percent per annum from the date the Vendor/Developer received the sum till the date the amounts and interest thereon are repaid.

Subject to the provision of clause and sub clauses above, if for any reason/s the Developer is unable to or fails to give possession of the Villa within 36 months of the date of signing this agreement, including the grace period specified herein or within any period of extension, it is mutually agreed upon the parties hereto, then in such an event the purchaser is entitled to give notice to the Developer terminating this agreement and Developer shall within 15 days of receipt of such notice refund all amounts paid by the purchaser together with simple interest at the rate of 8 percent computed from the date the Developer received each of the amount till this amount and interest thereon are refunded to the Purchaser. The Developer shall, in addition, pay the purchaser a maximum sum of Rs. 35,000/- (Rupees Thirty Five Thousand only) as liquidated damages in respect of such termination but shall not be liable to pay the purchaser any compensation whether for the cost of rental or alternate accommodation, or for consequential or direct or indirect loss or expenses of any nature and for any reason whatsoever, or by way of penalty or other amount. Upon the payment of the refund, interest, and liquidated damages as aforesaid neither party shall have any claim or demand against the other, either in respect of the Villa or arising from./out of this agreement.

LIABILITY OF DEVELOPER

(3) If as a result of the delays mentioned above the Vendor/Developer is unable to complete the aforesaid Villa to be sold or hand over possession thereof to the Purchaser, in that event the only responsibility and liability of the Vendor/Developer shall be to repay to the Purchaser and/or to the other persons who have purchased the VILLA and any other portions of the said property, the total amount/s (attributable to the said Villa) that may be received by the Vendor/Developer at the time and in the manner as may be received by the Vendor/Developer pursuant to such legislations, order or statutory rule and the same as aforesaid, and neither

party to this Agreement shall have any right and/or claim against the other under or in relation to this Agreement, or otherwise howsoever.

CLAUSES - I WARRANTY.

The Developer agrees to rectify/repair/correct at their cost any construction/structural defects in the Villa up to a period of 24 months from the date of the taking possession or date the project has received the occupancy or completion certificate. However this warranty shall not be applicable or extended to or be valid in respect of:-

- 1) Any structure, item, which is broken or damaged due to misuse, normal wear and tear and non-preventive maintenance by the purchaser or his/her/their agents.
- 2) Any use that the Villa is put to use in contravention of the terms and conditions herein.
- 3) Any modification/alteration done after the purchaser has taken possession from the Developers.
- 4) Any items brought from third party manufactures which are covered by the manufacturer's warranty.
- 5) Settlement cracks in plaster, wall finishes or masonry, shall not be considered defective works unless the Architect of the Developer opines otherwise.

CLAUSE -J -- MAINTENANCE & TAXES.

- 1) Commencing a week after the notice in writing is given by the Vendor/Developer to the Purchaser that the Villa is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Villa) of outgoings in respect of the said land and Villa namely local taxes, betterment charges and/or such other levies by the concerned local authorities and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers cost of maintenance of buildings, common lights staircases, compound, open spaces, terraces, other common amenities or holdings, cost of management, accounts and administration and all other expenses necessary and incidental to the management and maintenance of the said land and VILLA.
- 2) The Vendor/Developer will obtain the electrical and common water connection for the said Villa and/or complex and the Purchaser will cooperate in signing the required documentation and pay the necessary charges.
- 3) The PURCHASER hereby agrees to pay a sum of Rs. 2,000/- (Rupees two Thousand Only) towards monthly electricity charges from the date of possession till a permanent connection is installed.

CLAUSE K: SALE DEED.

The Vendor/Developer hereby agrees and undertakes with the Purchaser that the Vendor/Developer shall convey in favour of the Purchaser, the undivided right in the said

property along with Villa within a period of 180 days from the date of the Purchaser taking possession of the said Villa or on completion of the entire project, whichever is later, and subject to the Purchaser obtaining necessary permissions required for Conveyance Deed as per the prevailing laws and the Purchaser shall bear all the expenses, costs, charges for the stamp duty and registration fees of the Sale Deed to be executed by the Vendor/Developer in favour of the Purchaser.

1. CONVEYANCE DEED: After handing over possession of the Villa and at the Purchaser's convenience the Developer shall convey, in favour of the Purchaser, the Villa as per the time mentioned in above, along with the Undivided Rights and the right to use the amenities on the following conditions:

a) The Undivided Rights shall be purely notional and the Purchaser on account of the Undivided Right shall lay no claims or demands in respect of any part or portion of the Developmental property or the entire property nor shall the Purchaser be entitled to claim partition or division of their Undivided Rights in the Developmental Property or the entire property, it being agreed and declared by the Purchaser that their share, right, title and interest in the Developmental Property or the entire Property shall always remain notional, impartible, unpartitionable and undivided.

b) The Undivided Rights shall be quantified, pro-rata, as a share of the area of the Developmental Property in the ratio of the FAR consumed for super built-up Area (defined hereunder) of the Villa to the FAR consumed for total Super built-up Area of all the VILLA in the Development.

The amenities and open/common/public spaces and areas including passages, pathways in the said development shall be for the common use and enjoyment of all occupants of the Villa A & B and the Purchaser shall have no claims for exclusive use or exclusive enjoyment of any part/portion of the amenities, open/common/ public spaces and areas irrespective of the specific location or site of the VILLA within the Development, except those area exclusively sold by the Vendor/Developers to the Purchasers and mentioned in the agreement of sale.

2) UNDIVIDED RIGHTS:

a) The Undivided Rights of the Purchaser as defined and referred to herein are the attributable, proportionate, indivisible, impartible rights to be enjoyed in common with the other Purchaser of Villa in the development.

b) Common areas shall include but not be limited to the areas, driveways, pathways, lobbies, garden areas, and other facilities and amenities that shall be enjoyed and accessed in common by Purchasers of Villa A & B.

c) The Purchaser' Undivided Rights in the Developmental Property shall be proportionate, purely notional and subject to the other terms and conditions in this Agreement, the Sale Deed (defined hereunder) . The Purchaser on account of the Undivided Rights shall lay no claims or demands in respect of any particular or specific part or portion of the Developmental Property or the Entire Property. The Purchaser shall not be entitled to claim partition or division of their

Undivided Rights. The Purchaser's Undivided Rights in the Developmental Property shall always remain impartible, unpartitionable and undivided and shall always be subject and subordinate to the rights of the owners in respect of the entire property.

3. STAMP DUTY, REGISTRATION FEES, and LEGAL CHARGES: The Sale Deed, and other documents shall be prepared and drafted by the Developers' solicitors. The Purchaser alone shall bear all costs, legal charges of the Developers' solicitors for drafting, execution and registration of this Agreement, the Sale Deed, and other documents; the expenses of stamp duty, registration fees and other statutory impositions in connection with the execution of the Sale Deed and all other documents executed or required to be executed in respect of or relating to the said Villa and the Purchaser alone shall bear and pay the GST, TDS, etc. applicable to the transaction and sale agreed to herein.

CLAUSE - L PURCHASER COVENANTS

1) The Purchaser themselves and/or through their authorized representatives and/or agents shall with the intention of bringing all persons into whatsoever hands the Villa may come, hereby covenant with the Vendor/Developer as follows:

a) The Purchaser shall not use the said Villa for any purpose other than the purpose for which it is allowed by the local and or by the other authorities nor use the same for any purpose which may and or is likely to cause hindrance, nuisance and/or annoyance to the occupiers of the other VILLA, neighboring properties nor for any illegal or immoral purposes.

(b) Not to do or permit to be done, act or things which may render void or voidable any insurance of the said land and the building in which the VILLA is situated or any part thereof or whereby any increases in premium shall become payable in respect of the insurance.

(c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Villa in the compound or any portion of the said project in which the Villa is/are situated.

(d) The Purchaser shall not let, sublet transfer, assign and/or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Villa until all the dues payable by the Purchaser to the Vendor/Developer under this Agreement are fully paid and only if the Purchaser has not been found guilty of breach of or non-observance of any of the terms and conditions of this Agreement

(e) Till a conveyance of all the VILLAS in which it is situated is executed the Purchaser shall permit the Vendor/Developer and their Surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and the Villa or any part to view and examine the state and condition thereof. And the Purchaser shall have no claim save and except in respect of the particular Villa hereby agreed to be acquired i.e. all open spaces, parking places, common lobbies, passages, etc. shall remain the property of the Vendor/Developer till the conveyance of the said property is executed.

(f) The Purchaser shall sign all the papers and documents and do all the other necessary things as the Vendor/Developer may require them to do from time to time on their behalf for safeguarding the interest of the other Owners of the respective Villa in the project.

CLAUSE: - M - EXPENSES:

1) The Purchaser shall bear a pro-rata and proportionate share of expenses in respect of the Development and has agreed that:

a) Such expenses include but are not limited to house tax or other taxes levied by the concerned local and/or Government authorities; water charges for common areas; insurance; common electricity; maintenance and repairs of common areas, structures and amenities; salaries of Estate Manager, , expenses on service providers and all other expenses necessary and incidental to the maintenance and management of the development and its infrastructure and amenities.

b) They shall be solely responsible for their individual electricity, telephone, cable TV, household contents insurance and other expenses/bills/charges pertaining to the Villa, whether the bills/demand notices for the same are received/collected by/issued to/served on the Purchaser or not. The Purchaser may lodge a deposit/advance/direct debit facility with the concerned utility/service provider so that such charges are defrayed and paid for even in the Purchaser's absence in order to avoid disconnection or disruption in supply/service.

c) They shall bear, in proportion to the area of the Villa, all expenses of including but not limited to:

1) Periodic maintenance of the common areas including painting, whitewashing, re-tiling, re-roofing, , cleaning,

2) Maintenance of other common equipment/infrastructure/services such as pumps and other equipment, common electrical lines, and fittings whether in the common areas or elsewhere,

3) Water supply by tankers, garbage management expenses,

4) Expenses on security guards, manager and other estate staff/personnel, as well as periodic increases if any, in local taxes, water charges, insurance and other such levies imposed by the concerned local authority and/or government and/or other public authority,

5) Maintenance/annual maintenance cost of, solar water heating systems, sewage treatment plant, DG set,

6) Recurring costs of fuel for generator, water-supply augmentation by tankers,

7) Maintenance of lawns, plants, gardens, etc. forming part of the common areas,

d). The Purchaser shall not claim exemption / rebate/ reduction of any expenses on the grounds of non-use by the Purchaser of these common facilities, utilities, etc. The proportionate share of expenses for each year shall be punctually paid by the Purchaser in advance when called upon to do so and regularly each year thereafter irrespective of whether the Purchaser is in actual, physical use and for residential purpose of the said Villa or not for any length of time and irrespective of whether the Purchaser receives any payment-notice/reminder or not. The Purchaser shall regularly pay such annual advance towards their proportionate share of expenses without any delay of default.

CLAUSE - N

MAINTAINENCE AND REPAIR: The Purchaser for himself/herself /themselves and with the express intention of binding under these presents all person/s into whosoever hands the Villa may come including whosoever uses, occupies or resides in the Villa (whether as guest, lodger, caretaker of the Purchaser or otherwise) or whosoever the Villa is let / sold / assigned /gifted/mortgaged/transferred to; does hereby expressly agree, and covenant that:

1. The Purchaser shall from the date of taking possession and at their own cost, maintain the Villa good, habitable repair and condition so as to support shelter and protect the other parts of the building in which the Villa is situated and carry out the necessary and adequate preventive maintenance of its interiors and shall not do or suffer to be done anything in or to the Villa or to the building housing the Villa or to the development that may be against or contrary to the by laws of Village Panchayat and other authorities.

2 The Purchaser shall be responsible to the concerned local and planning authorities for any violation or breach of any of the aforesaid provisions

CLAUSE: - O

1. **CHANGES AND ADDITIONS:** The Purchaser shall not construct, erect or place any grill, barricade, fencing or wall or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the Villa or car parking space or sundeck, if any, or above/over/around any part or portion of the Villa open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the development. The Purchaser shall not construct any structure, shelter, well, pond or make any construction or excavation whatsoever in any part of the garden or common areas, nor fence or otherwise enclose the same with any barrier, whether of Stone/cement/wood/metal, other than that originally provided and/or installed of by the Developer.

2. **DOCUMENTATION:** If and when required or applicable, the Purchaser shall compulsorily furnish to the Developer a certified copies of necessary documentation including but not limited to voter ID or ration card, passport, PAN (Income Tax Permanent Account Number) card, PIO (Person of Indian Origin) card, OCI (Overseas Citizen of India) card or in respect of payments made by the Purchaser of any amounts payable as per and under this agreement, And the Sale Deed.

3. **NEW IMPOSITIONS:** In the event that any extraordinary, retrospective or de-novo impositions, premiums, charges, fees, security deposits, betterment charges, development charges, etc. are levied by the local or state or central government authorities or any other tax or amount of a similar nature become/s payable by the Developer in respect of the Villa or the development, the Purchaser shall bear a proportionate share of the same. It is agreed that the impositions, premiums, fees, taxes, deposits and charges referred to hereinabove shall only mean and include extraordinary or de-novo payments or impositions levied or demanded in respect of the Villa and/or the said development and/or its infrastructure.

4. STAMPING OF AGREEMENT: The Purchaser shall be liable to pay the requisite stamp duty specified in clauses C, Sub Clause B and, the requisite stamp paper shall be purchased in the name and on behalf of the Purchaser. The Purchaser or their duly constituted attorney shall then execute the stamped document and comply with the registration formalities thereof. A copy of the registered document shall be lodged with the Developer. The Purchaser alone shall be liable to bear and pay the full value of stamp duty, registration fee and all other charges or penalties if any that the concerned authority may levy or assess as payable on this Sale Agreement and the Sale Deed and all other documents. The Purchaser are aware that the stamp paper to be bought in the Purchaser's name, is non-transferable and that stamp duty and other statutory payments/impositions will not refunded by the concerned authority (ies) or by the Developer.

CLAUSES: P

INSURANCE & SAFETY

1. BUILDING INSURANCE: The Purchaser shall not store/use in the Villa any goods, objects or substances that are of a hazardous, combustible, contraband or dangerous nature, or that may damage the structure of the Villa or the storage/use of which is likely to be objected to by the concerned authorities.

2. CONTENTS INSURANCE: The Purchaser alone shall be responsible for adequate and comprehensive insurance of the contents of the Villa including all their furniture, fittings and personal effects and such contents-insurance shall commence simultaneous with receipt of possession of the Villa by the Purchaser. The Purchaser shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of the Villa or buildings or development, or cause any increased premium to be payable in respect thereof.

3. INDEMNITY: The Purchaser indemnifies and keeps the Developer forever indemnified at all times against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Purchaser or his representative/s or any person/s visiting the Purchaser or their family, guests or visitors or staff, or all persons claiming through or under the Purchaser, before or after taking possession of the Villa and during the occupation, use and enjoyment of the development, the common areas and the amenities.

CLAUSE: Q

EXTRA ITEMS, MODIFICATION, AND VARIATIONS

EXTRA ITEMS:

1) If the Purchaser desires to make any changes in the internal specifications depending on the stage of construction and if permitted by the Vendor/Developer and falls within the rules and regulations of the local Authorities, the Purchaser will have to pay the additional cost

arising thereupon before the said item of work is taken up for execution, and for the purpose of payment it will be considered as an extra item.

2) The Developer may agree to undertake the extra item but subject to the following terms:

a) The purchaser shall pay for these extra work in advance and shall complete all payment prior to the execution of the extra item.

b) The Developer may call upon the purchaser to arrange for the delivery of the fitting, material constituting the extra items to the construction site at specified times, if the Developer is unable to do so or source itself.

c) The acceptance of the Developer of undertaking the extra items and the feasibility/execution thereof shall always be subject to the availability, supply and timely delivery of all material or specification constituting the extra work to the construction site by the purchaser or their agents as the case may be.

3) The purchaser are aware that the extra item work and the changes requested, will be executed by the Developer on a best effort basis and consequently the purchaser agree that:

a) The stipulated possession date for the Villa could get extended/delayed in view of the extra work and by the reason of the purchaser selection of material which are different from the standard specification of to be provided uniformly to all the Villa in the development.

b) The Developer shall not be held responsible or liable to the purchaser/s for any issues or discrepancies arising from the batch variations or due to natural features or on account of variation in shape, size, colour, nature, characteristics, texture or the appearance/look/performance arising from the installation, discoloration of the purchaser selection/design that vary from or are different from the standard specification intended to be provided uniformly to all the Villa in the development.

c) Even if the work of extra items requested by the purchaser are found to be technically feasible and is taken up for execution, the Developer shall not be responsible for the differences arising from any customization of the Villa the implementation of the extra items whether these are paid for by the purchaser or not and arising from the purchaser selection of material/design/features/layout in the Villa that vary from or differ from the standard specification intended to be provided uniformly to all the VILLA in the development.

4) PLAN, DESIGN, ELEVATION, etc.: It is hereby agreed that the Developer reserves the right and is entitled and permitted, to make /effect such change/variations/alternatives in the plan, design, elevation, layout of the buildings, VILLA or the development including but not limited to relocating open spaces, structures, gardens, Amenities and varying the layout/placement/orientation of accesses, pathways, driveways, parking spaces, gates, walls, entrances, swimming pool, or other amenities, etc. in the development as the Developer's Chief Architect/Chief Engineer may require or consider necessary but provided that these changes/variations /alternations are necessitated by unforeseen technical exigencies/reasons or requirements arising from or consequent to on-site conditions and circumstances during the

construction necessitated or by any revised or amended orders/directions of the planning / approving authorities.

5) SUBSTITUTIONS: The Developer shall have the right to alter/amend/change/substitute/replace, all or any of the materials or items comprising the standard specifications of the Villa and/or the development and /or the amenities, if required, or if it is in the interest of improving quality and enhancing customer satisfaction or in the event that the particular material(s) or item(s) is /are in short supply or unavailable, but provided that in so doing, the altered/amended, changed/substituted/ replaced material(s) or item(s) is /are of equivalent or higher quality and threshold-value, in unit - cost terms , as that of the corresponding materials or items originally intended to be provided as standard specifications to all VILLA or/in the development or as amenities.

6: MATERIAL VARIATIONS:-The standard specifications may, at times, vary between Villas in the development to the extent of overall differences such as colour, size, shade, appearance, but not in terms of the threshold unit-values or unit-costs of the material(s) or item(s) intended to be provided uniformly to all the VILLAS in the Development. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations in shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch variations.

CLAUSES: - R

RENTALS & LETTINGS

1. REGULATIONS/COMPLIANCES: The Purchaser shall personally comply with all the regulations of the concerned authorities in respect of any renting / letting of the Villa including compliance with Registration of Tenants and Foreigners Rules, Tourism Dept. Regulations and other applicable laws and statutory requirements such as Luxury Tax, Service Tax and TDS. In the case of each rental/letting of the Villa, the Purchaser shall lodge a copy of the form 'C' and /or Information on Tenants and other necessary documents with the police and other concerned authorities .

2.COMPLIANCES: The Purchaser alone shall be responsible and liable to ensure that any/all assignment/s, transfer/s, letting/s, rental and transactions related thereto in respect of the Villa shall be in compliance and conformity with all applicable central and state laws/statues.

CLAUSE- S DEVELOPERS' OTHER RIGHTS & OBLIGATIONS

a). SAFETY OF ADVANCES: Subject to the terms and conditions herein, all installments paid to the Developer by the Purchaser shall, at all times be kept free, saved, protected, defended and harmless by the purchaser from all third-party claims, attachments, liabilities, liens or demands by/from creditors, receivers, claimants or other society claiming through or against the Developer.

b). ENFORCEMENT: The rights of the Purchaser, shall be subject to the Developers' rights under this agreement, the Sale Deed, and other documents, are subject to the Developers' rights

in respect of the Developmental Property and the development. Any delay or indulgence by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser shall not be treated as a waiver on the part of the Developers of any of the terms and conditions of this agreement, nor shall it in any manner prejudice the rights of the Developer. The provisions, terms and conditions of this agreement shall survive the execution of the Sale Deed and be applicable and binding on the parties hereto unless specifically excluded/waived in the Sale Deed .

c). COMPLETION OF AMENITIES: The Purchaser acknowledges, agrees that the construction of certain components of the amenities and external, areas/portions/works in the Development could be completed after the stipulated possession date.

d) ASSIGNMENT: The Developer shall be free to sell, assign, transfer or otherwise deal with their right and interest in the Developmental property and in the Development provided it does not in any way affect or prejudice the interest of the Purchaser and provided the Villa, the amenities, the common areas and the private, residential character and ambience of the Development are not affected adversely.

CLAUSES T : PERMANENT RIGHTS

1) PERMANENT RIGHTS: The following provisions of this clause shall remain applicable and survive even after completion of the development

2) The Developer shall always have the right to permanently install/display a plaque or signage of an approximate size of 1 sq. mts., at the entrance and compound wall of the development publicizing/promoting the name of the development and the Developer. The Developer shall have the right to display two other signboards of the same size and with the same inscription on the outside wall(s) of the development. The purchaser shall not remove or subscribe to the removal of these signboards at any time In the future.

3) The Developer and its authorized representatives and nominees shall always have the right to enter the development at any reasonable time even without prior arrangement for the purpose of viewing the development even after the sale of all the VILLA therein.

5) NO LIABILITY: The Developer shall not be liable to the, Purchaser or any person whomsoever whether claiming through or under, the Purchaser or otherwise:

a) For or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the electricity, telephone, or water supply to the development or the Villa or any part thereof or caused by causes / reasons whatsoever.

b) For or in respect of any loss, damage, inconvenience to any person/s or property caused by or during the use of habitation of/entry into/residence in the Villa or in the development or caused by falling objects or caused by Suspension/breakdown/outages/shortages of utilities and services or from any other cause or reason whatsoever.

c) For the security or safekeeping or insurance of the development, or the Villa or of any person/s or of the contents and possessions therein.

CLAUSES: U

MISCELLANEOUS PROVISIONS:

1) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said VILLA or of the said project or any part thereof until the full amount is paid to the Vendor/Developer.

2) Any delay tolerated or indulgence shown by the Vendor/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor/Developer shall not be construed as a waiver on the part of the Vendor/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor/Developer.

3) It is also understood and agreed by and between the Parties hereto that the space in front of and/or adjacent to the VILLA in the said project if any allotted by the vendor /Developer, shall belong exclusively to the respective Purchaser of the VILLA and the said space is intended for the exclusive use of the respective Villa Owner (if any). The said space shall not be enclosed by the Villa owner till the permission in writing is obtained from the concerned local authority and the Vendor/Developer or the said Society or as the case may be.

4). SETTLEMENT OF DISPUTES: Any dispute/s arising between the parties of this agreement whether in relation to the interpretation of its clauses and conditions, or to the performance of these presents or concerning any act or omission of either party to the dispute/s, or to any act which ought to be done by the parties in dispute, or in relation to any matter whatsoever concerning this agreement shall be referred to a sole arbitrator who shall be a permanent resident of Goa, appointed by mutual consent of both the parties and such arbitration shall be conducted in Panjim, Goa in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date. The arbitrator must have no social, business or professional relationship with any party hereto. All the costs towards the arbitration proceedings shall be borne by the party initiating the arbitration proceedings.

5) It is specifically agreed and understood that irrespective of any representation that may be made by the VENDOR/DEVELOPER in any brochures or advertisements or irrespective of any design or drawings shown in any plans or drawings, the VENDOR shall have the absolute authority to change the locations, designs or alignments of any Villa /s, and/or of any open area in plot or building/s or any premises in any of the Villa /s and similarly to convert any open areas, stilts, etc. into any other premises for any other purpose or use and the PURCHASER shall not be entitled to in any manner object thereto.

Likewise, all the open areas, whatsoever in any of the building/s or on the said property shall be the absolute property of the VENDOR/DEVELOPER and he/she shall in his absolute discretion be entitled to make any allotment reservations, sales, grants or allowances in respect

thereof in favour of any person/s and the PURCHASER shall not be entitled to claim any rights thereto or in any manner object or obstruct the VENDOR/DEVELOPER or any such PURCHASER, allottee or grantee in respect thereof, it is expressly agreed and understood that except for the premises agreed to be sold to the PURCHASER as hereunder provide, the PURCHASER shall not be entitled to have or claim any rights to or interests in any area/s in any of the building/s or the said property.

6. NO ORAL VARIATION: All contractual commitments in respect of and including configurations, designs, features, specifications, extra items, time- bound payments, plans, drawings, sizes, etc. of the Villa and the development and all the terms and conditions relating thereto shall necessarily be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof. The Developer and the Purchaser/s agree that changes, modifications, waivers, amendments, addendum if any, of/to the terms, conditions, clauses herein and all agreement/s between the Purchaser/s and the Developers shall be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof.

7. ENTIRE AGREEMENT: The details as specified in this agreement and any other writing/s duly countersigned shall constitute the entire agreement and contractual commitment between the Purchaser and Developer in relation to specifications, designs, dimensions, features, timelines, amenities and facilities of the Villa and the development. Promotional material including but not limited to brochures, flyers, website data, videos, walk through, computer generated images and pictures or other marketing collateral and communication /s exchanged between the parties in respect of the Villa prior to the execution hereof shall not form part of this agreement. The specifications and features of the Villa and the development in Schedule II A,B hereunder shall comprise and constitute the only, definitive list/itemization of specifications, features and amenities to be provided to the Villa and the development.

8. SEVERABILITY AND JURISDICTION: If at any time, any provision of this agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby and this agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The Developer and the Purchaser also agree that all disputes if any, arising under or concerning this agreement shall come under the sole, exclusive legal jurisdiction of the Courts in Goa only.

9. MULTIPLE PURCHASER/S: In the event of there being two or more persons collectively named herein as 'Purchaser/s', they hereby agree that all references to 'Purchaser' in this agreement shall mean each and all of them and all of the obligations and liabilities of the persons collectively named as Purchaser/s herein are joint and several and the Developer shall not be obligated to determine each of the constituent purchaser/s obligations but may pursue each of them severally. Anyone person named herein as Purchaser who signs the possession

certificate or other documents shall be deemed as the representative and authorized signatory signing on behalf of all the other persons named as Purchaser/s.

10). THIRD PARTIES: This agreement will be binding upon and endure to the benefit of the Developer, their administrators, successors and permitted assignees and will be binding upon and endure to the benefit of the Purchaser/s, their legal heirs, executors, administrators, successors, transferees and permitted assignees.

11) This agreement is for the sole benefit of the parties hereto. Neither party's obligations are for the benefit of any third party nor no third party acquires any enforceable rights with respect to this agreement. Any rights, liens or claims of the banks, financial institutions or other entitles/person(s) that are permitted by the Developer to extend home-loans/ finance to the Purchaser, shall be sub-ordinate and subject to the Developers' lien over and rights and claims in respect of the Villa.

12) GRANT: Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of any right, title or interest in or to the Villa; the development; the developmental property; the entire property or any part or portion and any such right, title and interest will only be granted, demised or assigned to the Purchaser on execution and registration of the Sale Deed.

13) JOINT AND SEVERAL LIABILITY: If more than one person signs this agreement as Purchaser, each of their liabilities is joint and several. This agreement will be binding upon and endure to the benefit of the Developer, their administrators, successors and permitted assigns and will be binding upon and endure to the benefit of the Purchaser, their legal heirs, executors, successors, transferees and permitted assigns.

14) NOTICES: Any communication, notice under this agreement shall be in writing and sent to the addresses of the parties specified below. Any change of address by any party shall be intimated to the other in advance.

Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other party.

15. ADDRESS FOR COMMUNICATION

a) THE DEVELOPERS: M/s. Saldanha Developers Pvt. Ltd.

Address for communication: 302 Mathias Plaza, 18th June Road, Panaji Goa. 403001.

Registered address: at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016.

Email ID:- sales@saldanhagroup.com

Contact no:- 0832-2224485 / 2220568 / 2220569

b) THE PURCHASER: - _____

Address for communication: _____.

Contact no:- _____

16) The Vendor/Developer and the Purchaser hereby declares that the property in transaction does not belong to the Schedule Caste / Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

17) Either Party to this Agreement shall be subjected to the stipulations hereunder contained and shall have a right of specific performance of this Agreement.

18) The present market value of the VILLA is Rs. _____/- (Rupees _____ only) and accordingly the appropriate stamp duty is embossed.

19) The possession of the said VILLA no. _____ is not yet handed over to the Purchaser and the same will be handed over at the time of execution and registration of sale deed.

SCHEDULE - I

ALL that plot of land bearing Survey Nos. 31/5, 7/4 and 8/7 admeasuring 775, 850 and 1050 square meters respectively, of the Village of Nachinola, admeasuring in the aggregate 2675 square meters, which plot of land forms part and parcel of the western half of the larger property denominated 'Gorbatta', wherein there exists a residential house, which property comprises of three additions, the first denominated 'Boqueporbuchem Batta' or 'Teliachem Batta'; the second denominated 'Gorbatta' or 'Xir'; and the third denominated 'Gorbatta', all interconnected and forming one property with the denomination of 'Gorbatta' situated in the village of Nachinola, Sub-District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez at Mapusa, under No. 6148 at Page 258 and 259 of Book B (new), which western half of the said larger property, as per the Certificate of Registration issued by the Land Registration Office is bounded as under :

On the **EAST**: by the property of the heirs of Honorato Agostinho Ernestinho Coutinho,

On the **WEST**: by the property Gorbatta of heirs of Marinomo Vicente Luiz de Saldanha and of Pascoal de Souza,

On the **NORTH**: by the hill of the Comunidade of Nachinola, and

On the **SOUTH**: by the field Verica of the Comunidade of Nachinola.

SCHEDULE - II

All that plot of land bearing survey no. 31/6 admeasuring 550 square meters respectively, of the Village of Nachinola, forming part and parcel of half of the larger property denominated "Porquea Porbulem batta" also known as "Ghorbatta" or "Toleachem Batta" also known as Gorbatta, situated in the village of Nachinola, Sub

District and Taluka of Bardez, District of North Goa, which is described in the Land Registration Office of Bardez, under no. 6243 at page 351 of Book B new 16, is bounded as under :

on the **EAST:** by the property bearing survey no 31/1 of the comunidade of Nachinola

on the **WEST:** by the road,

on the **NORTH:** by the property bearing survey no 31/5 of Felix Conceicao Piedade de Souza , and

on the **SOUTH:** by the property bearing survey no 31/7 of Pundalik Venkatesh Dhond.

SCHEDULE III

All that part of the said property described in schedule II and part of the property described in schedule I herein above bearing survey no 31/6 and 31/5 admeasuring 550 sq mts and 775 sq mts respectively, of the village Nachinola , forming part and parcel of half of the larger property denominated "Porquea Porbulem batta" also known as "Ghorbatta" and bounded as follows.

On the North :- : by the property Gorbatta of heirs of Marinomo Vicente Luiz de Saldanha and of Pascoal de Souza

On the south :- by the property bearing survey no 31/7 of Pundalik Venkatesh Dhond

On the east :- by the property bearing survey no 31/1 of the comunidade of Nachinola

On the west:- : by the road

SCHEDULE -I A

The VILLA namely Villa No. _____, Block _____, having super built up area as defined below admeasuring approx. _____ square meter (which includes incidence of staircase/passages/balconies/wall thickness etc) on _____ floor and corresponding Carpet area of _____ and of the project "SALDANHA GREEN VALLEY" constructed on the part of said property. The VILLA and its measurements are shown in red colour in the plan hereto annexed. The present market value of said the Villa is Rs. _____/- (Rupees _____ Only) and accordingly the appropriate stamp duty is embossed.

The term Saleable area of VILLA is commonly known as super built up which includes the super built-up area of the VILLA as well as the area of its balconies, bay window projections and projections of other windows having tiles and railings; the areas of its lofts and attics (If any); the proportionate share of the cross-sectional area of the staircase block,; a proportionate share of the access to the overhead water-tank, a proportionate share of the areas of the

structures of the gymnasium, security guard cabin, filtration room, utility room and society office.

SCHEDULE- II A

SPECIFICATIONS FOR APARTMENTS:

1. Building will be RCC frame structure of columns, beams and slabs. The internal partitions walls will be of 4 1/2" brick masonry and external wall will be of 9" laterite/brick masonry. Internal walls will be plastered with cement mortar with neeru finish and then painted in Acrylic distemper and external walls will be plastered with cement mortar in two coats with sand face finish thereafter painting the same with weather shield paint.

2. Flooring will be of vitrified tiles 24" x 24" for living, Bedrooms and Kitchen with matching skirting. The Toilet and Bathing rooms will be provided with ceramic tiles up to a height of 7 feet. The flooring of the toilet/ bathing room will be tiled with ceramic tiles or equivalent.

3. All internal and external doors will be 30 mm thick teak wood paneled door with marine ply panel along with painting the doors on both sides with Synthetic Oil Enamel paint or molded paneled doors of good quality. Main door shutter will be teak wood with brass fixtures. Window will be Sal/matti wood frames with Sal wood shutters/Aluminum sliding shutters and glazed with 3 mm glass and painted on both sides with Synthetic Oil Enamel paint and/or aluminum powder coated sliding windows OR VPVC sliding windows. Doors of the Toilet and Bathroom will be 30 mm thick Teak wood frame with 9 mm Marine ply for panel and the same painted on both sides with Synthetic Oil Enamel paint. All hardware will be of or brass.

4. Plumbing will be concealed in CPVC pipes and fittings or equivalent. All sanitary ware will be of cera/hindware or similar make with pastel colour matching with tiles and English WC.

5. Electrical point will be concealed with copper wiring and adequate point will be provided for each room as follows:

(a) Liv/Din- 2 light points, 1 fan point, 2 Nos. 5amp points, 1 bell point, 1 tv/tel socket.

(b) Bedroom - 1 fan point, 2 light points, 2 Nos. 5 amp points, 1 TV point and 1 No.15 amp point.

(c) Kitchen- 2 light points, 1 fan point, 3 Nos. 5amp, 2 Nos. 15 amp.

(d) Toi/Bath- 1 light point, 1 Nos. 15 amp for geyser.

(e) Balcony- 1 light point.

All switches will be modular like Anchor Roma or Similar brand.

6. Kitchen platform will have granite top with stainless steel sink and ceramic tiles of 2 feet height above the platform and rested on wooden cabinets in cement board and laminated

shutters. OR rested on cuddappah supports with granite strips for front face of the platform without wooden cabinets.

S C H E D U L E - I I B

SPECIFICATIONS FOR STILT PARKING:

- 1. The flooring will be of heavy duty vitrified tiles.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and year first herein above mentioned. Signed and delivered by the within named Developer **M/s. Saldanha Developers Pvt. Ltd.** (Represented by its Managing Director **Mr. Benedict Saldanha**)

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Finger Print of left hand

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Finger Print of right hand

Signed and delivered by the within named Purchaser: -

- 2) _____

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Finger Print of left hand

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Finger Print of right hand

In the presence of: -

- 1) _____ 2) _____