

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this .....<sup>th</sup> day of March 2018, at Margao, Salcete - Goa.

### **BETWEEN**

- 1. MR. SUHAS HAROLD SANJEEVRAO**, Son of late P. M. Sanjeevrao, aged 53 years, married, businessman, Indian National and his wife
- 2. MRS. JULIANA FERNANDES**, Wife of Mr. Suhas Harold Sanjeevrao, aged 54 years, married, service, Indian National, both resident of RH2, Mystical Rose of Monte Hill, Opposite Military Gate, Margao, Salcete Goa and hereinafter referred to as the "**OWNER CUM DEVELOPER**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include all his legal representatives, successors, executors and administrators) of the **FIRST PART**.

### **AND**

-----; hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her exeCutors, administrators, nominees, legal representatives and/or assigns) **OF THE SECOND PART**.

All the parties of this Agreement are Indian National.

**WHEREAS** the OWNER CUM DEVELOPER are the owners of the Plot of land having an area of 3075 square metres, surveyed under Survey No.101/2, Raia village, Salcete Taluka, situated at Santimol, within the limits of Village Panchayat of Raia, Raia, Taluka and Sub District of Salcete, District of South Goa, State of Goa,, Goa which Plot of land is 12/36<sup>th</sup> part of southern half of the larger property named as "CAPOEIRA OF TANQUE" or "CABECEIRA DE TANQUE" or "SANTEMOL" described entirely in the Land Registration office of Salcete under No. 19481 New and enrolled in the Land Revenue Office under Matriz No. 339 by virtue of Deed of Sale dated 12/07/2017 duly registered in the office of Sub Registrar of Salcete at Margao, Goa under Book-1 Document Registration No.MGO-BK1-03227-2017 CD Number MGOD113 on date 13/07/2017 ;

**AND WHEREAS** the aforesaid Plot of land having an area of 3075 square metres, surveyed under Survey No.101/2, Raia village, Salcete Taluka is hereinafter referred to as the Said Property ;

**AND WHEREAS** after purchasing the Said Property, the OWNER CUM DEVELOPER have carried out the mutation with respect to the Said Property and at present the name of the OWNER CUM DEVELOPER are figuring in the Form I & XIV of the Said Property ;

**AND WHEREAS** the OWNER CUM DEVELOPER have decided to develop the Said Property in phase manner by constructing the 13 Row Villas and two building consisting two residential flats and two commercial shops without any common amenities which constructed premises independently will be sell to the third party by the OWNER CUM DEVELOPER upon payment of the price consideration as agreed thereof;

**AND WHEREAS** the OWNER CUM DEVELOPER has for the purpose of development of the Said Property for Phase –I for construction of 7 Row villas in the part of the Said Property obtained all license /permissions/ NOC'S from various authorities such as Sanad dated 20/11/2-17 under Ref. NO.AC-1/SAL/SG/CONV/67/2017/12792 from the office of Collector & District Magistrate, South Goa, Margao; Technical Clearance Order dated 30/10/17 under Ref. NO.29741/Raia/101/2/17/4390 from the Office of Senior Town Planner, Town and Country Planning Department, Margao; NOC dated 06/11/2017 under Ref. No.PHCC/DHS/NOC/2017-18/1030 from Primary Health Centre, Loutolim; Construction Licence dated 18/12/2017 under Ref. No.VPR/2017-18/45 from the Village Panchayat of Raia;

**AND WHEREAS** the OWNER CUM DEVELOPER will obtain separate permissions/licenses/NOC for Phase-II for construction of 6 Row villas and 2 buildings consisting of total two residential flats and two commercial shops in order to complete the said project in the Said Property without variations or modifications which may adversely affect the Row Villa/s of Phase –I of the PURCHASER or proposed purchaser ;

**AND WHEREAS** in view of above, the OWNER CUM DEVELOPER is entitled to develop the portion of the Said Property by constructing 7 Row villas thereon and have named the Real project as '**JEHOVAH NESSI**' ;

**AND WHEREAS** the OWNER CUM DEVELOPER pursuant to the above approvals/permissions have offered for sale of **Row villa** to intending buyers of such villas of the said Real Estate Project **JEHOVAH NESSI**" and/or the said Project Land or undivided shares therein by way of execution and registration of requisite Deed of Sale ;

**AND WHEREAS** the OWNER CUM DEVELOPER has entered into a standard Agreement with an Civil Engineer namely Mr. Yatindra Naik registered with the Town and Country Planning Department, Goa and such Agreement in accordance with law ;

**AND WHEREAS** the OWNER CUM DEVELOPER has registered the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act

2016, (hereinafter referred to as "RERA") and the Rules and Regulations made there under with Real Estate Regulatory Authority at GOA.

**AND WHEREAS** the OWNER CUM DEVELOPER has appointed a Civil Engineer and structural Engineer namely Mr. Yatindra Naik for the preparation of the structural design and drawings of the building and the OWNER CUM DEVELOPER accepts the professional supervision of the Engineer and the structural Engineer till the completion of the building.

**AND WHEREAS** the OWNER CUM DEVELOPER has sole and exclusive right to sell the Row villas to be constructed by the OWNER CUM DEVELOPER on the Project Land and to enter into Agreement/s with the customers/purchasers of the Row villa to receive the Sale Consideration (defined herein below) in respect thereof.

**AND WHEREAS** the PURCHASER have approached to the OWNER CUM DEVELOPER for construction and sale of an row villa **Bearing No.-----**, being constructed in the said **Real Estate Project JEHOVAH NESSI**". The same is more fully and particularly described in SECOND **SCHEDULE** herein under and hereinafter referred to as the " ROW VILLA OR **SAID APARTMENT**" for the sake of brevity.

**AND WHEREAS** the carpet area of the "ROW VILLA" is .....**square meters** and "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the ROW VILLA for exclusive use of the PURCHASER or Verandah area and exclusive open terrace area appurtenant to the ROW VILLA for exclusive use of the PURCHASER, but includes the area covered by the internal partition walls of the ROW VILLA.

**AND WHEREAS** on demand from the PURCHASER, the OWNER CUM DEVELOPER has given inspection to the PURCHASER of the Title Certificate of the Advocates certifying the right / entitlement of the OWNER CUM DEVELOPER and authenticated copy of the documents relating to the Project Land and the plans, designs and specifications prepared by the OWNER CUM DEVELOPER's Engineer MR. YATINDRA D. NAIK and of such other documents as are specified under the RERA and the Rules and Regulations made there under, and the PURCHASER after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the OWNER CUM DEVELOPER has agreed to purchase the said Flat;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the Advocate of the OWNER CUM DEVELOPER certifying the right/ entitlement of the OWNER CUM DEVELOPER and authenticated copies of documents showing the

nature of the title of the OWNER CUM DEVELOPER to the Project Land on which the Row villas are constructed have been handed over to the PURCHASER before the execution of this Agreement and also the authenticated copies of the plans as approved by the concerned Local Authority have been handed over to them instead of annexing to this Agreement ;

**AND WHEREAS** the OWNER CUM DEVELOPER has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the row villas and shall, if required, obtain any other approvals from an authorities from time to time, so as to obtain Completion Certificate and Occupancy Certificate of the said Building.

**AND WHEREAS** while sanctioning the said plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNER CUM DEVELOPER while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the row villa shall be granted by the concerned local authority.

**AND WHEREAS** the OWNER CUM DEVELOPER have already commenced construction of the project and the construction of the plinth of row villa is completed in accordance with the said approved/proposed plan.

**AND WHEREAS**, the OWNER CUM DEVELOPER has agreed to sell to the PURCHASER and the PURCHASER has agreed to purchase and acquire from the OWNER CUM DEVELOPER, the "ROW VILLA OR **SAID APARTMENT**", at or for the price of **Rs.-----/- (Rupees -----Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents the PURCHASER has paid to the OWNER CUM DEVELOPER a sum of **Rs.-----/- (Rupees -----Only)**, being part payment of the Sale Consideration of the ROW VILLA agreed to be sold by the OWNER CUM DEVELOPER to the PURCHASER as advance payment or Application Fee (the payment and receipt whereof the OWNER CUM DEVELOPER both hereby admit and acknowledge) and the PURCHASER has agreed to pay to the OWNER CUM DEVELOPER the balance of the Sale Consideration in the manner appearing hereinafter.

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, under section 13 of RERA the OWNER CUM DEVELOPER is required to execute a written Agreement for sale of ROW VILLA with the

PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the OWNER CUM DEVELOPER hereby agrees to sell and the PURCHASER hereby agrees to purchase and acquire the said Apartment.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The OWNER CUM DEVELOPER shall construct the Row villas consisting of ground + first floor on the portion of the Said Property without any common amenities. The said row villas shall be constructed on the portion of the Said Property in accordance with the plans, designs and specifications as approved by the competent authority from time to time. Provided that the OWNER CUM DEVELOPER shall have to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the Row Villa of the PURCHASER except any alteration or addition required by any Government authorities or due to change in law.
3. The present Real Estate Project of the OWNER CUM DEVELOPER is without any common amenities and therefore the OWNER CUM DEVELOPER Shall execute individual deed of sale in favour of the PURCHASER with independent entrance and area for garden.

**4. PURCHASE OF THE ROW VILLA/APARTMENT AND SALE CONSIDERATION;**

- 4.1. The PURCHASER hereby agrees to purchase from the OWNER CUM DEVELOPER and the OWNER CUM DEVELOPER hereby agrees to sell to the PURCHASER the **ROW VILLA No. ----- of carpet area admeasuring ----- square meters** as per RERA with exclusive balcony/balconies area admeasuring .....square meters, in the portion of the Said Property more fully and particularly described in the Second **Schedule** herein under and as shown hatched with red color of the lay out of villa thereof annexed and marked Annexure 'D1' for the Sale Consideration of **Rs.-----/- (Rupees -----Only)**.
- 4.2. In addition to the carpet area of the ROW VILLA mentioned hereinabove, there are certain common areas and facilities appurtenant to the ROW VILLA, the nature, extent and description of the common areas and facilities which are more

particularly described in the **Second Schedule** written hereunder, the usage of the same shall be in common with the other Villa Purchaser(s)/ occupants/users.

4.3. The OWNER CUM DEVELOPER has proposed to enclose exclusive balconies attached to the living room and bed room/s of the said ROW VILLA and the PURCHASER hereby has given consent for such enclosing of balconies and has also agreed that no separate consent in writing of the PURCHASER in respect of this is required.

4.4. The PURCHASER has paid on or before execution of this agreement a sum of **Rs.-----/- (Rupees -----Only)** as advance payment and hereby agrees, to pay to that OWNER CUM DEVELOPER the balance amount of **Rs.-----/- (Rupees -----Only)** in the following manner :

- a) Amount of **Rs.-----/- (Rupees -----Only)** (being 35% of the total consideration) to be paid to the Owner Cum Developer after the execution of Agreement.
- b) Amount of **Rs.-----/- (Rupees -----Only)** (being 15% of the total consideration) to be paid to the Owner Cum Developer on completion of the first floor slab of the Row villa.
- c) Amount of **Rs.-----/- (Rupees -----Only)** (being 15% of the total consideration) to be paid to the Owner Cum Developer on completion of the walls, internal plaster, floorings doors and windows of the said Row villa.
- d) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the Sanitary fittings, staircases upto the floor level of the said Row villa.
- e) Amount of **Rs.-----/- (Rupees -----Only)** ( being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Row Villa .
- f) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the electrical fittings, plinth protection and all other requirements as may be prescribed in the Agreement of sale of the Row Villa.
- g) Balance Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) against and at the time of handing over of the possession of the ROW VILLA to the Purchaser on or after receipt of occupancy certificate or completion certificate.

3.6 The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the ROW VILLA and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the ROW VILLA, shall be borne and paid by the PURCHASER alone and the Owner Cum Developer shall not be liable to bear or pay the same or any part thereof.

3.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or Government from time to time. THE OWNER CUM DEVELOPER undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the OWNER CUM DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3.8 The OWNER CUM DEVELOPER may allow, in their sole discretion, a rebate for early payments of equal installments payable by the PURCHASER by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER by the Owner Cum Developer .

3.9 The OWNER CUM DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER after the construction of the ROW VILLA is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price sale consideration payable for the carpet area shall be recalculated upon confirmation by the OWNER CUM DEVELOPER. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then OWNER CUM DEVELOPER shall refund the excess money paid by PURCHASER within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess

amount was paid by the Purchaser. If there is any increase in the carpet area allotted to PURCHASER, the OWNER CUM DEVELOPER shall demand additional amount from the PURCHASER towards Sale Consideration, which shall be payable by the PURCHASER prior to taking possession of the Row villa as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the OWNER CUM DEVELOPER, as the case may be, under this Clause 3.9, shall be made at the same rate per square meter as agreed in Clause 3.1 above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

The PURCHASER authorize the OWNER CUM DEVELOPER to adjust/appropriate all payments made by her/his/their under any head(s) of dues against lawful outstanding, if any, in her/his/their name as the Owner Cum Developer may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Owner Cum Developer to adjust her/his/their payments in any manner.

4. The OWNER CUM DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter and shall, before handing over possession of the ROW VILLA to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the ROW VILLA.
5. Time is essence for the Owner Cum Developer as well as the Purchaser. The Owner Cum Developer shall abide by the time schedule for completing the Real Estate Project and handing over the ROW VILLA to the Purchaser and the common areas to the association of the Purchaser after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of all installments of the Sale Consideration as provided in clause 3.4 herein above ("Payment Plan"); and all other dues payable by her and meeting, complying with and fulfilling all her other obligations under this Agreement.

6. The Owner Cum Developer hereby declares that the Floor Space Index available as on date in respect of the Project Land is 1753.8 **square meters** only and the Owner Cum Developer has utilized Floor Space Index of 795.32 **square meters**. The Purchaser has agreed to purchase the ROW VILLA based on the understanding that FSI which is not utilized and or FS by availing of TDR and or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to

Development Control Regulations, which are applicable to the said Real Estate Project, shall belong to OWNER CUM DEVELOPER only.

## **7. HANDING OVER POSSESSION:**

- 7.1. The Owner Cum Developer shall give possession of the ROW VILLA to the Purchaser on or before 31<sup>st</sup> December 2019. Provided that the Owner Cum Developer shall be entitled to reasonable extension of time for giving delivery of ROW VILLA on the aforesaid date, if the completion of ROW VILLA is delayed on account of :
- a) war, civil commotion or act of God or any force majeure events;
  - b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
  - c) any stay / injunction order issued by any Court of Law, Competent Authority, Government Statutory Authority and/or;
  - d) Any other circumstances that may be deemed reasonable by the Authority.
- 7.2. If the Owner Cum Developer fails to abide by the time schedule for completing the project and handing over the ROW VILLA to the Purchaser on the possession date (save and except for the reasons as stated in Clause 7.1 above), the Owner Cum Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Purchaser, for every month of delay, till the date of offering to hand over the possession of the ROW VILLA by the Owner Cum Developer to the Purchaser.
- 7.3. If the Purchaser fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Purchaser shall pay to the Owner Cum Developer interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.
- 7.4. Without prejudice to the right of the Owner Cum Developer to charge interest at the Interest Rate mentioned at Clause 7.3 above, and any other rights and remedies available to the Owner Cum Developer , either (a) on the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Owner Cum Developer under this Agreement (including her proportionate share of taxes levied by the concerned local

authority and other outgoings) and/or(b) the Purchaser committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Owner Cum Developer shall be entitled to, at his own option and discretion, terminate this Agreement. Provided that, the Owner Cum Developer shall give a notice of 15 (fifteen) days in writing to the Purchaser ("Default Notice"), by Registered Post A.D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner Cum Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Owner Cum Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser ("Owner Cum Developer Termination Notice"), by Registered Post A.D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser. On the receipt of the Owner Cum Developer's Termination Notice by the Purchaser, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Owner Cum Developer shall be entitled to (i) deal with and/or dispose of or alienate the ROW VILLA in the manner as the Owner Cum Developer may deem fit without any reference or recourse to the Purchaser; and (ii) the Owner Cum Developer shall be entitled to adjust and recover from the Purchaser (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Owner Cum Developer, by reason of such termination including any diminution in sale price or market value of the Apartment prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the Row villa upto the date of Owner Cum Developer Termination Notice, (d) the amount of interest payable by the Purchaser in terms of this Agreement from the date of default in payment till the date of Owner Cum Developer Termination Notice as aforesaid. Further, upon termination of this Agreement, the Owner Cum Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Owner Cum Developer Termination Notice, the Owner Cum Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Purchaser simultaneously, with the Owner Cum Developer and the Purchaser executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Purchaser entirely.

Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Owner Cum Developer and/or the ROW VILLA and that the receipt of the said refund by cheque from the Owner Cum Developer by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Purchaser is in full satisfaction of all her claim under this Agreement and/or in or to the Row Villa.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Owner Cum Developer in the Row villa are set out in Schedule- IV hereto annexed hereto.

#### **9. PROCEDURE FOR TAKING POSSESSION:**

- 9.1. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Purchaser of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Owner Cum Developer shall offer the possession of the ROW VILLA in writing (Possession Notice) to the Purchaser. The Owner Cum Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the OWNER CUM DEVELOPER. The Purchaser agrees to pay the maintenance charges as determined by the Owner Cum Developer or association of Purchaser, as the case may be. The Owner Cum Developer on his behalf shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- 9.2. The Purchaser shall take possession of the ROW VILLA within 15 (fifteen) days of the written notice from the Owner Cum Developer to the Purchaser intimating that the said ROW VILLA is ready for use and occupancy.

#### **9.3. FAILURE OF PURCHASER TO TAKE POSSESSION OF ROW VILLA:**

Upon receiving a written intimation from the Owner Cum Developer as per clause 9.1, the Purchaser shall take possession of the ROW VILLA from the Owner Cum Developer by executing necessary indemnities, undertakings and such other documentation as prescribed by the Owner Cum Developer in this Agreement and the Owner Cum Developer shall give possession of the ROW VILLA to the Purchaser. Irrespective of whether the Purchaser takes or fails to take possession of the ROW VILLA within the time provided in Clause 9.1 above, such Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the ROW VILLA, as applicable.

10. If within a period 5 (Five) years from the date of handing over the ROW VILLA to the Purchaser , the Purchaser brings to the notice of the Owner Cum Developer any structural defect in the said ROW VILLA on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner Cum Developer at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Owner Cum Developer, compensation for such defect in the manner as provided under RERA. It is clarified that the Owner Cum Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Purchaser and/or any other Purchaser /s in the Real Estate Project.
11. The Purchaser shall use the ROW VILLA or any part thereof or permit the same to be used only for purpose of Residence only.
12. The PURCHASER have specifically declare to the OWNER CUM DEVELOPER that the PURCHASER have no objection for construction of Phase –II in the remaining portion of the Said Property by constructing additional 6 villas and two buildings without variations or modifications which may adversely affect the Row Villa of the PURCHASER .
13. The Purchaser shall pay to the Owner Cum Developer a sum of Rs.25,000/- (Rupees twenty five thousand only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner Cum Developer in connection with this Agreement, the transaction contemplated hereby.
14. The Owner Cum Developer shall execute the Deed of Sale in favour of the purchaser individually.
15. At the time of registration of conveyance of the Row villa in favour of the Purchaser or other purchaser of the ROW VILLA, the Purchaser shall pay to the Owner Cum Developer the stamp duty and registration charges payable, by her individually on such conveyance or any document or instrument of transfer in respect of the ROW VILLA.
16. **REPRESENTATION AND WARRANTIES OF THE OWNER CUM DEVELOPER:**

The Owner Cum Developer hereby represents and warrants to the Purchaser as follows; subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- i. The Owner Cum Developer has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Real Estate Project;
- ii. The Owner Cum Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, the Project Land and ROW VILLA shall be obtained by following due process of law and the Owner Cum Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land;
- vi. The Owner Cum Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Owner Cum Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Owner Cum Developer confirms that the Owner Cum Developer is not restricted in any manner whatsoever from selling the said ROW VILLA to the Purchaser in the manner contemplated in this Agreement;
- ix. The Owner Cum Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to

the Competent Authorities till the purchaser take the possession of the ROW VILLA and thereupon the same shall be borne by the purchasers individually.

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner Cum Developer in respect of the Project Land.
17. The Purchaser /s or himself/themselves with intention to bring all persons into whosoever hands the ROW VILLA may come, hereby covenants with the Owner Cum Developer as follows:
- i. To maintain the ROW VILLA at the Purchaser own cost (to be borne and paid by Purchaser ) in good and tenantable repair and condition from the date on which the possession of the ROW VILLA t is taken and shall not do or suffer to be done anything which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the ROW VILLA and the ROW VILLA itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the ROW VILLA any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the ROW VILLA or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the common wall of the ROW VILLA and in case any damage is caused to the common wall of other adjoining ROW VILLA on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
  - iii. To carry out at her/his/their own cost (to be borne and paid by Purchaser ) all internal repairs to the ROW VILLA and maintain the ROW VILLA in the same condition, state and order in which it was delivered by the Owner Cum Developer to the Purchaser and shall not do or suffer to be done anything in or to the ROW VILLA which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to demolish or cause to be demolished the ROW VILLA or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the ROW VILLA or any part thereof, nor any alteration in the elevation and outside colour scheme of the Villas and shall keep the portion, sewers, drains and pipes in the ROW VILLA and the appurtenances

thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the ROW VILLA without the prior written permission of the adjoining owners of the Row villas after handing over the possession of the Row Villa by Owner Cum Developer.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land in which the ROW VILLA is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the ROW VILLA in any manner whatsoever;
- vii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said ROW VILLA or the project in any manner whatsoever.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said ROW VILLA in the compound or any portion of the project land in which the ROW VILLA is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the ROW VILLA by the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Purchaser shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the ROW VILLA or any part thereof or dispose of or alienate otherwise howsoever, the ROW VILLA or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Purchaser to the Owner Cum Developer under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)
- xi. The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the ROW VILLA and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the

concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the ROW VILLA and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Till a conveyance of the ROW VILLA in favour of the purchaser and other purchasers of the ROW VILLAS, the Purchaser shall permit the Owner Cum Developer and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ROW VILLA or any part thereof to view and examine the state and condition thereof.
  - xiii. The Purchaser shall not at any time do any work in the ROW VILLA, which would jeopardize the soundness or safety of other row villas or prejudicially affect the same;
  - xiv. To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser and shall keep the Owner Cum Developer indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Owner Cum Developer by reason of non-payment non-observance and/or non-performance thereof;
  - xv. The Owner Cum Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed ROW VILLA in the project land but the Purchaser will pay all such charges without any dispute;
  - xvi. In the event of Purchaser carrying out any unauthorized construction / modification or has caused any damage to the ROW VILLA or any portion of the ROW VILLA or any structure, facility or amenity on the said Project Land, then the Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Owner Cum Developer, the the concerned government, local or public bodies or authorities in that regard;
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/s or of the said Project Land or any part thereof. The Purchaser shall has no claim save and except in respect of the Row Villa hereby agreed to be sold to her until the said ROW VILLA is transferred to the purchasers/s individually.

**19. OWNER CUM DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE;**

After the Owner Cum Developer executes this Agreement it shall not mortgage or create a charge on the ROW VILLA and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take ROW VILLA.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Owner Cum Developer does not create a binding obligation on the part of the Owner Cum Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 3.4 above, within 30 (thirty) days from the date of its receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner Cum Developer. If the Purchaser (s) fails to execute and deliver to the Owner Cum Developer this Agreement within 30 (thirty) days from the date of its intimation and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner Cum Developer, then the Owner Cum Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the ROW VILLA, as the case may be.

**22. RIGHT TO AMEND;**

This Agreement may only be amended in writing by necessary documents between the parties hereto.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the ROW VILLA for all intents and purposes.

**24. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment in common with other Purchaser (s) in Project, the same shall be in proportion to the carpet area of the ROW VILLA to the total carpet area of all ROW VILLA in the Project.

**26. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**27. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Owner Cum Developer at the Owner Cum Developer's Office or at some other place which may be mutually agreed between the Owner Cum Developer and the Purchaser, and after the Agreement is duly executed by the Purchaser and the Owner Cum Developer or simultaneously with the execution the said Agreement, shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Margao, Goa.

28. The Purchaser and/or the Owner Cum Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner Cum Developer will attend such office and admit execution thereof.
29. All notices to be served on the Purchaser and the Owner Cum Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Owner Cum Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser :

(Purchaser Address): .

Notified Email ID:

Owner Cum Developer name:

Address:

Notified Email ID:

It shall be the duty of the Purchaser and the Owner Cum Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner Cum Developer or the Purchaser , as the case may be.

**30. JOINT PURCHASERS:**

In case there are Joint Purchaser all communications shall be sent by the Owner Cum Developer to the Purchaser whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Purchaser .

**31. STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards Stamp Duty and Registration and incidental charges of this Agreement/Sale deed shall be borne by the Purchaser alone.

**32. DISPUTE RESOLUTION:**

Any dispute or differences between parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle the dispute or differences amicably, such dispute or differences shall be referred to the **GOA REAL ESTATE REGULATORY AUTHORITY** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

### 33. **GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Law in Margao, will have the exclusive jurisdiction with respect to all the matters pertaining to Agreement.

34. That the possession of the ROW VILLA is not handed over to the Purchaser by execution of this Agreement .

35. That for the purpose of stamp duty the ROW VILLA is valued at **Rs.-----/- (Rupees -----Only)** and stamp duty of **Rs. -----/-**, which is rounded upto **Rs.-----/-** is affixed herewith.

### **FIRST SCHEDULE ABOVE REFERRED TO:**

#### **(Description of the Said Property)**

ALL THAT Plot of land having an area of 3075 square metres, surveyed under Survey No.101/2, Raia village, Salcete Taluka , situated at Santimol, within the limits of Village Panchayat of Raia, Raia, Taluka and Sub District of Salcete, District of South Goa, State of Goa, Goa which Plot of land is 12/36<sup>th</sup> part of southern half of the larger property named as "CAPOEIRA OF TANQUE" or "CABECEIRA DE TANQUE" or "SANTEMOL" described entirely in the Land Registration office of Salcete under No. 19481 New and enrolled in the Land Revenue Office under Matriz No. 339.

The Said Plot of land having an area of 3075 square metres, surveyed under Survey No.101/2, Raia village, Salcete Taluka is bounded as under :-

On the East :-

On the West :-

On the North :-

On the South :-

### **SECOND SCHEDULE ABOVE REFERRED TO:**

#### **(Description of the Said Apartment)**

All that ROW VILLA bearing **No. of carpet area admeasuring ----- square meters** with exclusive balcony area admeasuring ----- **square meters, in the portion of the** Real Estate Project known as constructed on the Project Land (more particularly described in the First Schedule). The said Row villa is shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'C'.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa, Goa in the presence of attesting witness, signing as such on the day first above written.

### **Annexure "E"**

#### **(Standard Specifications and Description)**

##### 1. Row villa

It is a R.C.C. (Reinforced Cement Concrete) framed structure of columns, beams and slabs.

2. The internal partition wall will be of 4 inch and the external wall will be of 9 inch thick, brick/laterite /cement blocks/AAC Blocks masonry.

3. The external walls will be coated with cement plaster and Paint.

4. The internal walls will be coated with cement plaster with water proof wall putty with distemper paint

5. Provision for entrance to M.S. sliding gates.

6. Roof: Sloping Roof will Provided over with Mangalore Tiles or equivalent Tiles.

##### 7. Flooring:

Wall to wall 2'x2' vitrified ceramic tiles flooring with flush skirting.

##### 8. Kitchen:

Granite kitchen platform top fined and stainless steel sink.

9. Window height glazed tiles dado for Kitchen Upto 1.05 mm height above Platform.

10. Electrical points, refrigerator, mixer, etc.

11. Toilet:

Full height tiling of reputed brand

European type commode with flush valve/Tank

12. Wash basin

13. Instant geyser point

14. Cera/hindware or equivalent make hot and cold water fitting with good quality overhead shower.

15. Doors:

Main Door frame to be provided by Matti Wood or Akashi Wood.

Main Door is to be provided by penal second Class tick wood.

All others Doors to be provided by readymade flush door with pre caste concrete wooden frames

16. Reputed brand of key lock for main door and night latch for door.

17. Aluminum door frame and Aluminum PVC shutter door for toilet

Windows:

3/4" section powder coated aluminum sliding windows with 4 mm clear glass

window in living room and in other rooms

Adjustable aluminum louvers with semitransparent glass in toilet

18. Electricals:

Concealed electrical wiring of reputed brand with modular switch system

MCB for complete protection of electrical installations from overload and short circuit

Ac point in bedroom

