

PHASE

02

**AGREEMENT FOR CONSTRUCTION AND SALE**

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this \_\_\_ day of, \_\_\_\_\_0000 (\_\_\_/\_\_\_/\_\_\_\_) **BY** and **BETWEEN:**

1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, with CIN U65993GA2005PTC004298 and PAN AAFCA5441F, represented by its Director, **Mr. AATISH ANOOP BABANI**, son of Mr. Anoop Kiratrai Babani, aged about 36 years, married, businessman, Indian National and resident of Carmona, Salcete-Goa,
  
2. **Mr. NAKUL TEWARI**, son of late Gen. L. M. Tewari, aged 33 years, businessman, married, holding PAN Card bearing No. ADVPT4566E, resident of CW-33, First Floor, Malibu Towne, Sohna Road, Gurgaon, Haryana, Indian National, all hereinafter referred to as the **“PROSPECTIVE VENDORS-CUM-DEVELOPERS”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective successor in office, executors, heirs, administrators and assigns) of the **ONE PART**.

**AND**

**Mr./Mrs.** \_\_\_\_\_, Son/Daughter/Wife of Mr. \_\_\_\_\_, aged \_\_\_\_ years, Married/Unmarried, Occupation, Having Pan No. \_\_\_\_\_, Nationality and resident of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as **“THE PROSPECTIVE PURCHASER”**, (which expression unless repugnant to the context and meaning thereof shall mean and include her heirs, legal representative, executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** the member no. 1 of the PROSPECTIVE VEDNORS-CUM-DEVELOPERS and the member no. 2 of the PROSPECTIVE VEDNORS-CUM-DEVELOPERS are represented herein by its/his

Managing Director/duly constituted attorney Mr. AATISH ANOOP BABANI, by virtue of Resolution dated 11/06/2012 passed in the Board Meeting/Power of Attorney dated 16/06/2012 executed before Notary Shri. Rajendra Raut Dessai under his Reg. No. 7193/2012. The certified copies of the same are filed in this office along with this agreement.

**AND WHEREAS** there exists a landed property known as “LANGOTEM” also known as “LANGTEM”, admeasuring 99,075 Sq. meters, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-I hereunder written and is hereinafter referred to as “SAID PROPERTY”.

**AND WHEREAS** the SAID PROPERTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar and the same was inscribed in the name of former under Inscription No. 43823.

**AND WHEREAS** said Smt. Manekabai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:

Putu Khandekar	.....1/2 share
Surendra Khandekar & Sujata Khandekar	.....1/2 share

**AND WHEREAS** said Surendra Khandekar expired on 21/12/1977, without leaving any issues but leaving behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

**AND WHEREAS** said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

**AND WHEREAS** in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge, Senior Division, Ponda, being Inventory Proceedings No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

**AND WHEREAS** by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to the said Sujata S. Khandekar.

**AND WHEREAS** by virtue of Deed of Sale dated 16/03/2006 duly registered in the office of the Sub-Registrar, Salcete under No. 1397 at pages 336 to 369 of Book No. I, Vol. No. 1985 dated 22/03/2006 read with Deed of Ratification dated 12/10/2007, duly registered in the office of the Sub-Registrar, Salcete under No. 5064 at pages 137 to 149 of Book No. I, Vol. No. 2681 dated 22/10/2007, said Mrs. Sujata S. Khandekar, sold unto the M/s Highclue Properties & Holdings Pvt. Ltd. an area admeasuring 5680.00 Sq. meters forming part of the SAID PROPERTY being denominated as Plot No. A.

This Plot of land admeasuring 5680.00 Sq. meters is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.

**AND WHEREAS** with the intention to develop the SAID PLOT by constructing building complex therein consisting of Row Houses, Bungalow and Villas, M/s Highclue Properties & Holdings Pvt. Ltd. obtained following permissions and licenses:

- (i) Conversion Sanad dated 15/01/2008 under Ref. No. AC-II/CONV/225/2006 issued by Addl. Collector-I, South-Goa;

- (ii) Construction Licence dated 18/03/2008 under Ref. No. VP/VAR/2007-2008/37 and renewal thereof dated 02/08/2011 under Ref. No. VP/VAR/2011-2012/554 both issued by V. P. Varca; and
- (iii) Development Permission dated 31/01/2007 under Ref. No. TPM/CONST./Varca/94/3/07/880 issued by Town and Country Planning Department, South-Goa, Margao.

**AND WHEREAS** M/s Highclue Properties & Holdings Pvt. Ltd. though obtained the above permissions and approvals did not commence the construction work in the SAID PLOT.

**AND WHEREAS** by Deed of Sale dated 02/05/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2275, at pages 46 to 63 of Book No. I, Vol. No. 2451 dated 10/05/2007; M/s Highclue Properties & Holdings Pvt. Ltd. sold an area admeasuring 5016.00 Sq. meters from the SAID PLOT unto Suvarshay Associates Pvt. Ltd herein, thereby retaining with it the north-eastern strip of SAID PLOT admeasuring 664.00 Sq. meters.

**AND WHEREAS** by virtue of Deed of Sale dated 15/06/2012, duly registered in the office of Sub-Registrar, Salcete under Document Serial No. 3428, 3442, 3444, 3447, dated 15/06/2012, said Suvarshay Associates Pvt. Ltd herein sold unto the PROSPECTIVE VENDORS-CUM-DEVELOPERS an area admeasuring 5016.00 Sq. meters from the SAID PLOT, while said M/s Highclue Properties & Holdings Pvt. Ltd. sold unto the PROSPECTIVE VENDORS-CUM-DEVELOPERS the said north-eastern strip of SAID PLOT admeasuring 664.00 Sq. meters, together with the rights arising from the approved plan, licenses and permissions obtained.

**AND WHEREAS** the PROSPECTIVE VENDORS-CUM-DEVELOPERS have revised the plan approved by M/s Highclue Properties & Holdings Pvt. Ltd. and the PROSPECTIVE VENDORS-CUM-DEVELOPERS is now constructing 6 residential buildings in the SAID PLOT as per the plans approved/to be approved.

**AND WHEREAS** in pursuance to the approvals, licenses and permissions granted, the PROSPECTIVE VENDORS-CUM-DEVELOPERS is in the process of undertaking the construction of building complex consisting of nine buildings in the SAID PLOT with the name of the Said complex proposed as “**AANSAV VERDE PHASE II**”.

This building complex named “AANSAV VERDE PHASE II” is hereinafter referred to as “SAID COMPLEX”.

**AND WHEREAS** the PROSPECTIVE PURCHASER, after perusing the title documents of the SAID PLOT is being satisfied with the clean, clear, marketable and subsisting title of the PROSPECTIVE VENDORS-CUM-DEVELOPERS in respect of the said plot on which said complex is proposed to be constructed and after having perused all necessary permissions and approvals obtained by the PROSPECTIVE VENDORS-CUM-DEVELOPERS from various civic authorities, expressed his/their willingness to purchase the Apartment \_\_\_ in Block \_\_ admeasuring \_\_\_ Sq. meters of Super Built-up area, of the said complex.

**AND WHEREAS** at the request of the PROSPECTIVE PURCHASER the PROSPECTIVE VENDORS-CUM-DEVELOPERS have agreed to construct and sell to them one of such premises in the said building, namely, Apartment No. \_\_\_ in Block \_\_ admeasuring \_\_\_ Sq. meters of Super Built-up area, hereinafter referred to as “**SAID PREMISES**” and

is more clearly described in **SCHEDULE-III** hereunder written, for a consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

**NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION AND SALE WITNESSTH AS FOLLOWS:-**

**1. CONSIDERATION:**

a) That the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall under normal conditions and subject to the timely payments to be made by the PROSPECTIVE PURCHASER as enumerated in **SCHEDULE-IV** hereunder, construct and sell the said premises, as per the plans and specifications as described in **SCHEDULE-V** and as approved by the PROSPECTIVE PURCHASER, with such variations and alterations, as the PROSPECTIVE VENDORS-CUM-DEVELOPERS may consider necessary or as may be required by the Architect of the PROSPECTIVE VENDORS-CUM-DEVELOPERS or by any authority, to be made in them or in any of them. The PROSPECTIVE PURCHASER hereby expressly consents to all such variations and alterations to the same and the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall not have to take any further permission from the PROSPECTIVE PURCHASER for the same.

It is clearly understood and agreed by and between the parties to these presents that in the event of the super built-up area mentioned above is increased or decreased, the price mentioned therein will be proportionately amended. The details of the super built-up area of the said Apartment and the cost are given in **SCHEDULE VI** hereunder written.

b) The PROSPECTIVE VENDORS-CUM-DEVELOPERS do hereby agree to sell the Said Premises together with the corresponding undivided



rights in the said Plot, to the PROSPECTIVE PURCHASER, on completion of the construction of the Said Premises, in all respects, for a total consideration of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_Only)and the PROSPECTIVE PURCHASER hereby agrees to pay the said consideration in the manner stipulated in the **SCHEDULE-IV** hereinafter appearing as and when they become due and payable, the time for payment of each of such installment as specified in the SCHEDULE IV being the essence of contract. All payments shall be made by local cheques or DD payable at Margao. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE PURCHASER will also be paid by the PROSPECTIVE VENDORS-CUM-DEVELOPERS in Indian rupees only.

**2. ADDITIONAL AMENITIES/ADDITIONAL FAR:**

a) In case the PROSPECTIVE PURCHASER desires amenities and/or use of material/s other than those specified in SCHEDULE V and/or the PROSPECTIVE PURCHASER desires any changes, all of which are within the rules and regulations of competent authorities, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall entrust the execution of such amenities or providing of materials or changes desired by the PROSPECTIVE PURCHASER to the competent contractor. If the same entails any additional expenditure the entire additional expenditure shall be paid by the PROSPECTIVE PURCHASER to the said contractor before the said change of work or providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the PROSPECTIVE VENDORS-CUM-DEVELOPERS has absolute discretion not to entertain the request for change/changes in the plan/amenities as desired by the PROSPECTIVE PURCHASER.

b) The PROSPECTIVE PURCHASER agrees that the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be entitled to make such variations in the plan and specifications as shall be required to be carried out by the Town and Country Planning Department/Planning and Development Authority or Village Panchayat and as may be necessary by the exigencies from time to time. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be exclusively entitled to consume more FAR/FSI if due to change in building regulations, additional premises can be built.

c) The PROSPECTIVE PURCHASER shall not be entitled to object or obstruct in any manner in case the PROSPECTIVE VENDORS-CUM-DEVELOPERS decide to change the plans as approved in case the construction of the said premises is not substantially affected.

**3. TIME FRAME/PENALTIES:**

a) The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall deliver the said premises for use and occupation of the PROSPECTIVE PURCHASER within 18 (Eighteen) Months from the date hereof, completed in all respects, provided all the amounts due and payable by the PROSPECTIVE PURCHASER under this agreement are timely and duly paid to PROSPECTIVE VENDORS-CUM-DEVELOPERS. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall by a notice in writing, intimate the completion of the said premises to the PROSPECTIVE PURCHASER, and the PROSPECTIVE PURCHASER within 30 days of the receipt of the said notice take delivery of the said premises, failing which the PROSPECTIVE PURCHASER shall be deemed to have taken possession of the said premises on the expiry of the seventh day. Provided further that the PROSPECTIVE PURCHASER shall have no claim against the PROSPECTIVE VENDORS-CUM-DEVELOPERS, if the delivery of possession of the said premises is

delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be entitled to reasonable extension of time for handing over the delivery of the premises on the date as agreed, if the possession of the premises is delayed on account of:

- i) Non-availability of steel, cement, other building material;
- ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
- iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
- iv) Delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the said premises is completed in all respect and proper application are made to the Government/Statutory Authority;
- v) Alteration required in the said premises by the PROSPECTIVE PURCHASER;
- vi) For other reasons beyond the control of the PROSPECTIVE VENDORS-CUM- DEVELOPERS.

b) If the PROSPECTIVE PURCHASER commits default in payment of any of the installments as provided and agreed in SCHEDULE-IV on their respective due dates, time being the essence of the contract, and/or in observing and performing any of the terms and conditions of this agreement, the present agreement shall stand automatically cancelled and terminated 60 days after a notice has been sent to the PROSPECTIVE PURCHASER. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall, however, on such termination refund to the PROSPECTIVE PURCHASER the amounts, if any, which may have till then been paid by the PROSPECTIVE PURCHASER which shall not carry any interest

after deducting 50% of the booking amount received and only after the PROSPECTIVE VENDORS-CUM-DEVELOPERS entering into fresh agreement with any third party of the choice of the PROSPECTIVE VENDORS-CUM-DEVELOPERS in respect of the Said Premises. On the automatic termination of this Agreement under this clause, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be at liberty to allot and dispose off the Said Premises, without any notice to the PROSPECTIVE PURCHASER, to any other person as the PROSPECTIVE VENDORS-CUM-DEVELOPERS deem fit, for such consideration as the PROSPECTIVE VENDORS-CUM-DEVELOPERS may determine and the PROSPECTIVE PURCHASER shall not be entitle to question this act of the PROSPECTIVE VENDORS-CUM-DEVELOPERS and or to claim any amounts from them. Without prejudice to their rights of terminating the present Agreement in case of default in payment of the installments of the consideration the PROSPECTIVE VENDORS-CUM- DEVELOPERS, at their absolute discretion, may allow the PROSPECTIVE PURCHASER to pay the defaulted installments of the consideration on the extended date/s with interest @ 12% (Twelve per cent) p.a. compounded monthly.

c) In case any of the cheques issued by the PROSPECTIVE PURCHASERS for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason, apart from the rights of the PROSPECTIVE VENDORS-CUM-DEVELOPERS as provided in clause 3b) above, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be at liberty to file appropriate proceedings for recovery of money and or dishonor of cheque, Provided the PROSPECTIVE PURCHASERS are given a written notice informing of such default in payment and a 30 days grace period to make the said payment failing which the provisions of clause 3b) of this agreement shall follow.

d) Subject to clause 3a) above, the PROSPECTIVE VENDORS-CUM-DEVELOPERS are unable to or fail to give possession of the said premises to the PROSPECTIVE PURCHASER within the time agreed herein above, or within any further extended date or dates agreed to by the parties hereto, then in such case the PROSPECTIVE PURCHASER shall be entitled to give 15 days notice in writing to the PROSPECTIVE VENDORS-CUM-DEVELOPERS terminating the agreement, in which event, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall, within five weeks from receipt of such notice, refund to PROSPECTIVE PURCHASER the amounts, if any, that may have been received by the PROSPECTIVE VENDORS-CUM-DEVELOPERS from the PROSPECTIVE PURCHASER in respect of the said premises as well as pay simple interest @ 9% p.a. on such amounts from the date of receipt thereof till its repayment. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall also pay to the PROSPECTIVE PURCHASER a sum of Rs. 500/- (Rupees five hundred only) as liquidated damages in respect of such termination.

#### **4. OBLIGATIONS:**

a) The PROSPECTIVE PURCHASER agrees to effect all payments referred to in SCHEDULE IV.

b) On receipt of the notice contemplated in Clause 3a) herein, the PROSPECTIVE PURCHASER is liable to take possession within 30 days from the date of receipt of the said notice. The PROSPECTIVE PURCHASER shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession. The PROSPECTIVE PURCHASER shall have no claim against the PROSPECTIVE VENDORS-CUM-DEVELOPERS in respect of any item of work thereafter.

c) In case the PROSPECTIVE PURCHASER fails to take possession within 30 days from the receipt of the notice as contemplated in clause 3a) and 3b) above, then it shall be deemed that the PROSPECTIVE PURCHASER has taken possession of the premises after inspection irrespective of whether the PROSPECTIVE PURCHASER has actually taken physical possession or not.

d) Notwithstanding anything said in this agreement, upon notice in writing from the PROSPECTIVE VENDORS-CUM-DEVELOPERS calling upon the PROSPECTIVE PURCHASER to take possession, whether they have actually taken possession or not, the PROSPECTIVE PURCHASER shall be liable to pay proportionate share of all the outgoings including Maintenance charges, Local Taxes from the date of such actual possession or deemed possession.

e) Upon possession of the said premises being delivered to PROSPECTIVE PURCHASER, the PROSPECTIVE PURCHASER shall be entitled to use and occupy the said premises. Upon the PROSPECTIVE PURCHASER taking possession of the said premises they shall have no claims against the PROSPECTIVE VENDORS-CUM-DEVELOPERS in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls shall not be considered as defect in work unless the Architect of the PROSPECTIVE VENDORS-CUM-DEVELOPERS opines otherwise.

f) The PROSPECTIVE PURCHASER shall use the said premises only for the purpose, which is permissible under the prevailing law.

g) The PROSPECTIVE PURCHASER shall from the date of possession of the said premises, maintain the said premises, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at their own cost,

in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and/or common passages or the compound, which may be against the condition or rules or by-laws by the Village Panchayat or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.

h) Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall be at liberty to sell assign, transfer and or otherwise deal with the right, title and interest in the said plot and/or in the said Building Scheme.

i) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the said plots or any part thereof.

j) The PROSPECTIVE PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by them to PROSPECTIVE VENDORS-CUM-DEVELOPERS under this agreement are fully paid up and that too only if they have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement until they obtains the previous consent in writing from the PROSPECTIVE VENDORS-CUM- DEVELOPERS.

k) The PROSPECTIVE PURCHASER shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the PROSPECTIVE VENDORS-CUM-DEVELOPERS may require from time to time in this behalf for safeguarding inter-alia the interests of

the PROSPECTIVE VENDORS-CUM-DEVELOPERS and the PROSPECTIVE PURCHASER.

l) The PROSPECTIVE PURCHASER on the date of signing the present Agreement notify to PROSPECTIVE VENDORS-CUM-DEVELOPERS whether any letters, remainders, notices, documents, papers, etc., are to be served to him. The PROSPECTIVE PURCHASER shall also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE PURCHASER at their notified address or at his changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASERS.

m) The PROSPECTIVE PURCHASER hereby gives their express consent to the PROSPECTIVE VENDORS-CUM-DEVELOPERS to Construct the said building as they may want Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises,.

n) If at any time, the Floor Area Ratio presently applicable to the said Plots is increased, such increase shall be for the benefit of the PROSPECTIVE VENDORS-CUM-DEVELOPERS alone, without any rebate to the PROSPECTIVE PURCHASER.

o) The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER in respect of any amount payable by the PROSPECTIVE PURCHASER to the PROSPECTIVE VENDOR under the terms and conditions of this agreement.

p) The PROSPECTIVE PURCHASER hereby expressly agrees that in the event of any amount by way of premium or security deposit, service



tax, or any other taxes becoming due and payable to Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto becoming payable by the PROSPECTIVE VENDORS-CUM- DEVELOPERS, the same shall be reimbursed by the PROSPECTIVE PURCHASER to the PROSPECTIVE VENDORS-CUM-DEVELOPERS in proportionate to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASER. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER without any dispute.

q) The PROSPECTIVE PURCHASER shall pay five days before handing over of the possession, an amount of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) to the PROSPECTIVE VENDORS-CUM-DEVELOPERS, being the charges to be paid to the electricity department and P.W.D. (water supply) for the purpose of obtaining water connection and or electricity connection to their Row Houses/bungalows which includes the deposits for water and electricity meters payable to the concerned department.

r) The PROSPECTIVE PURCHASER shall deposit five days before handing over of the possession of the said premises, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) with the PROSPECTIVE VENDORS-CUM-DEVELOPERS as and by way of maintenance charges for five years, which shall be utilized by the PROSPECTIVE VENDORS-CUM-DEVELOPERS for maintenance of the Building, common lights, common staircase, common compound and open spaces, salaries of watchman, sweepers and miscellaneous charges, for five years from the date of handing over of the possession. Upon formation of “THE ENTITY” referred herein below, the balance if any standing in the Maintenance Account shall be transferred to such ENTITY. If however, such ENTITY is not formed within three years, the

PROSPECTIVE PURCHASER shall contribute such additional amount towards maintenance for next three years as may be demanded by the PROSPECTIVE VENDORS-CUM- DEVELOPERS.

s) The payment of the said amount of Rs. \_\_\_\_\_/- as mentioned in clause 3q) above and Rs. \_\_\_\_\_/- as mentioned in clause 3r) above, on or before the agreed date, is a condition precedent for delivery of possession. Failure to pay the said sums as mentioned in clause 3q) and 3r) on or before the agreed date, shall attract clause 3b) mentioned, agreed and consented, by the parties, herein above. From the said amount of Rs. \_\_\_\_\_/-, the amount remained unused/unutilized, after making payment as mentioned in 3q), shall be refunded to the PROSPECTIVE PURCHASER. In case the amount so expended for the purpose mentioned in clause 3q) is more than the amount deposited by the PROSPECTIVE PURCHASER, then the PROSPECTIVE PURCHASER shall pay the excess amount so expended before delivery of possession. The decision of the PROSPECTIVE VENDORS-CUM-DEVELOPERS on the amount so spent shall be final.

t) The Said Premises shall be deemed to have been completed in all respect upon issuance of the Completion Certificate by the Engineer of the PROSPECTIVE VENDORS-CUM-DEVELOPERS.

u) Any diligence shown by the PROSPECTIVE VENDORS-CUM-DEVELOPERS in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

v) The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROSPECTIVE VENDORS-CUM-DEVELOPERS. The PROSPECTIVE PURCHASER is expected to inquire with the PROSPECTIVE VENDORS-CUM-DEVELOPERS regarding the stage of completion.

w) The Open Spaces, Terrace shall belong to the ownership of the PROSPECTIVE VENDORS-CUM-DEVELOPERS and they shall be at liberty to deal with the same as per their discretion and or to sell/lease etc. the same to third party and the PROSPECTIVE PURCHASER shall not object or interfere in such transaction.

x) The PROSPECTIVE PURCHASER shall not claim any right of pre-emption or any other right in respect of the other premises in the said building or undivided right in the Said Plot.

**5. CO-OPERATIVE HOUSING SOCIETY/ MAINTAINANCE SOCIETY/ OWNERS ASSOCIATION:**

a) The PROSPECTIVE PURCHASER shall assist the PROSPECTIVE VENDORS-CUM-DEVELOPERS and the other premise holders in forming a Co-operative/Maintenance Society or an association of persons or such other entity for maintaining the said plots and/or the said Building Scheme. It shall be entirely at the desecration of the PROSPECTIVE VENDORS-CUM-DEVELOPERS to decide whether to form a Co-operative Society or a maintenance society or an Association of persons or any other entity (hereinafter referred to as “THE ENTITY”). When the PROSPECTIVE VENDORS-CUM-DEVELOPERS take a decision in this matter the PROSPECTIVE PURCHASER and other premises holders in the said Building Scheme shall sign all forms, applications, deeds, and/or other documents as may be required for the formation of the Entity.

b) The PROSPECTIVE PURCHASER hereby agrees and binds themselves to contribute such amount as may be decided by the PROSPECTIVE VENDORS-CUM-DEVELOPERS or the entity as the case may be for the maintenance of the said Plot and the Building

Scheme from time to time that is for common lights, water charges, watchman's remuneration, sweeper's remuneration etc.

c) The PROSPECTIVE PURCHASER hereby agrees to contribute all such sums as may be required for the formation and registration of the entity.

d) The PROSPECTIVE PURCHASER and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.

e) The PROSPECTIVE PURCHASER hereby agrees and undertakes to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the entity. The PROSPECTIVE PURCHASER shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the PROSPECTIVE VENDORS-CUM-DEVELOPERS and other premises holders in the said Building Scheme.

## **6. TRANSFER TO PROSPECTIVE PURCHASER:**

a) In case the purchasers of the various premises in the said building constitutes themselves into THE ENTITY as provided in Para 4a) above, then upon payment of the entire sale consideration amount of the respective premises and after payment of all other charges by the various premises holders, the PROSPECTIVE VENDORS-CUM-

DEVELOPERS shall execute the conveyance deed in respect of the said plot in favor of such ENTITY.

b) In case such ENTITY as mentioned in Para 4a) is not formed, then upon payment of the entire sale consideration amount and after payment of all other charges agreed herein, the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall execute the conveyance deed in respect of the said premises and the corresponding undivided portion of the said Plot, in proportion to the built up area of their respective premises, in the names of the premises holders.

c) The advocate for the PROSPECTIVE VENDORS-CUM-DEVELOPERS shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the Sale Deed referred in Para 5a) and 5b) above. The PROSPECTIVE PURCHASER shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.

#### **7. PAYMENT OF TAXES, COSTS, CHARGES AND EXPENSES:**

a) Any taxes, charges, or outgoing levied by the Panchayat or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER from the date of the delivery of possession of the said premises.

b) The PROSPECTIVE PURCHASER shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

#### **8. GENERAL OBLIGATIONS:**

It is hereby agreed between the parties hereto as under:-

a) On taking delivery of the premises the PROSPECTIVE PURCHASER under no circumstances, shall carry out any structural alterations in or to the said premises, without the written consent of the PROSPECTIVE VENDORS-CUM-DEVELOPERS and express permission from the competent statutory authorities.

b) The PROSPECTIVE PURCHASER under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal access roads in the said building scheme shall always be kept open and unobstructed.

c) The PROSPECTIVE PURCHASER shall have no right to the terrace portion of the said Building except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as absolute property of the PROSPECTIVE VENDORS-CUM-DEVELOPERS.

d) The name of the complex shall be “**AANSAV VERDE PHASE II**” at all times which the PROSPECTIVE PURCHASER agrees not to change individually or in association with the owners of the other premises in the said building.

#### **9. DISCLAIMER:**

All inspections by the PROSPECTIVE PURCHASER when the construction work is in progress shall be at the risk of the PROSPECTIVE PURCHASER. The PROSPECTIVE VENDORS-CUM-DEVELOPERS shall not be liable in any manner in case the PROSPECTIVE PURCHASER or anybody acting on his/her behalf

suffers any injury or any property of his/her is damaged, during inspection of the construction work.

#### **10. WAIVER AND NO WAIVER**

The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.

#### **11. AMENDMENTS**

No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement of the amendment, modification, discharge or waiver is sought.

#### **12. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by instruments signed by both of the Parties hereto. Any and all prior or collateral representations, promise or condition not incorporated herein or made a part hereof shall not be binding upon the Parties.

#### **SCHEDULE-I** **(of the SAID PROPERTY)**

ALL THAT property known as “LANGOTEM” also known as “LANGTEM” situated at Varca, Taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq. meters. and bounded as under:-

EAST : By boundary of Village Orlim;  
WEST : By the property surveyed under survey No. 98/2;  
NORTH : By road;  
SOUTH : By the property surveyed under survey Nos.  
100/1 and 100/2.

**SCHEDULE-II**  
**(of the SAID PLOT)**

ALL THAT Plot of Land admeasuring 5680.00 Sq. meters identified as Plot A and forming part of the property described in the SCHEDULE-I above and bounded as under:

EAST : partly by Public Road and partly by remaining  
portion of Survey no. 94/3;  
WEST :by the property surveyed under survey No. 94/2;  
NORTH :by storm water drain surveyed under Survey No. 94/1;  
SOUTH :by remaining portion of Survey No. 94/3 of Varca Village.

**SCHEDULE III**  
**(Description of the Premises)**

ALL THAT Apartment No \_\_\_ in Block \_\_\_ admeasuring \_\_\_ Sq. meters of super built-up area, of the complex named “Aansav Verde Phase II”, constructed in the Plot described in schedule II above and is bounded as under:

On the East : \_\_\_\_\_  
On the West : \_\_\_\_\_  
On the North : \_\_\_\_\_  
On the South : \_\_\_\_\_



**SCHEDULE IV**  
**(Payment Schedule)**

The PROSPECTIVE PURCHASER shall make the payment to the PROSPECTIVE VENDORS-CUM-DEVELOPERS as per the Schedule given below:

SR. NO	TIME OF PAYMENT	Amount

Note: Government Levies & Taxes are liable for revision. The same is to be borne by the buyer.

**SCHEDULE V**  
**(Building Specifications For Apartments, Fixtures, Fittings, And Amenities)**

**1. STRUCTURE:**

The structure will be finished with high grade of material as specified below or of equivalent quality and grade material as the PROSPECTIVE VENDORS-CUM-DEVELOPERS may feel fit.

- a. CEMENT – ACC or Equivalent
- b. STEEL – TMT RODS/BARS of Kundil Mills or Equivalent
- c. Other basic building material as available locally

**2. DOORS & WINDOWS:**

Doors and Windows will be finished in high quality of Teak wood or Red maran teak or African Mahogany or any other wood of similar quality as may be decided the by PROSPECTIVE VENDORS-CUM-DEVELOPERS.

### **3. FLOORING:**

Flooring for the entire unit would be 2' X 2' or 1.5' X 1.5' Rustic Tiles

### **4. TOILET FINISHING:**

Toilets would be finished in high grade ceramic tiles upto ceiling height, high grade quality of ceramic ware will be used for all bathrooms. Bath fittings will be of marq or jaquar or equivalent.

### **5. WALL FINISHES:**

Walls will be finished in high quality glass putty with royal emulsion paint.

### **6. ELECTRICAL:**

Electrical wires manufactured by Finolex, switches provided by Anchor, Legrand, MK or Schneider. Fans and tube lights would be provided. Solar water heater will be provided.

### **7. KITCHEN:**

Kitchen platform shall be provided with granite or quartz, sink used shall be made of Quartz. Adequate water and electrical points shall be provided for various appliances commonly used. Plumbing fittings of marq or jaquar or equivalent shall be used.

**SCHEDULE VI**

**(Details of Flat/Bungalow/Pent House and Cost)**

Apartment No. :       
Name of the Complex : AANSAV VERDE PHASE II  
Block : “    ”  
Super Built-up area :      Sq. metres approx.  
Cost of the premises : Rs.            (Rupees \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ only)

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

**SIGNED, SEALED AND DELIVERED BY  
THE WITHINNAMED PROSPECTIVE  
VENDORS-CUM-DEVELOPERS:**

**Mr. AATISH ANOOP BABANI**

As Managing Director of member no. 1

As attorney for member no. 2 of the

**PROSPECTIVE VENDORS-CUM-DEVELOPERS**

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

**LEFT HAND FINGER PRINT IMPRESSION OF  
Mr. AATISH ANOOP BABANI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

**RIGHT HAND FINGER PRINT IMPRESSION OF  
Mr. AATISH ANOOP BABANI**

**SIGNED, SEALED AND DELIVERED BY:**

**THE WITHIN NAMED PROSPECTIVE**

**PURCHASERS:**

**Mr/Mrs. \_\_\_\_\_**

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF  
**Mr/Mrs.** \_\_\_\_\_

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF  
**Mr/Mrs.** \_\_\_\_\_

Witnesses:

1. Mrs. \_\_\_\_\_ W/o \_\_\_\_\_ R/o \_\_\_\_\_.

2. Ms. \_\_\_\_\_ D/o \_\_\_\_\_ R/o \_\_\_\_\_.

PHASE

03

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 0000 (00/00/0000) **BY** and **BETWEEN**:

**AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), Holding Pan No. **AAFCA5441F** having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, represented by its Managing Director, Mr. **AATISH ANOOP BABANI**, son of Anoop Kiratrai Babani, aged about 35 years, married, businessman, Indian National and resident of Carmona, Salcete-Goa, vide resolution passed by the Board of Directors in the meeting held on 9/09/2010, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective successor in office, executors, heirs, administrators and assigns) of the **ONE PART**.

AND

**B & B HOLDINGS**, a partnership having its registered office at H-611 A (W-10) Sainik Farms, New Delhi 110062, represented herein by its partner Rakesh Bhutani, Son of late S.K. Bhutani, Major of age, Indian National and resident of H-611A (W-10), Sainik Farms, New Delhi 110062, hereinafter referred to as the “**LANDOWNERS**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective successor in office, executors, heirs, administrators and assigns) of the **SECOND PART**.

AND

Ms. \_\_\_\_\_ (**Name of the Purchaser**) , daughter of \_\_\_\_\_ (Father’s Name), aged \_\_\_\_ years, \_\_\_\_\_ (marital status), \_\_\_\_\_ (profession), having PAN card no. \_\_\_\_\_, \_\_\_\_\_ National and Resident of \_\_\_\_\_, hereinafter referred to as “**PROSPECTIVE PURCHASER**”, (which expression unless repugnant to the context and meaning thereof



shall mean and include her heirs, legal representative, executors, administrators and assigns) of the **THIRD PART**.

**AND WHEREAS** there exists a landed property known as “LANGOTEM” also known as “LANGTEM”, admeasuring 99,075 Sq. meters, situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, surveyed under Survey No. 94/3 of Village Varca, more particularly described in the SCHEDULE-I hereunder written and is hereinafter referred to as “SAID PROPERTY”

**AND WHEREAS** the SAID PROEPRTY was owned and possessed by late Shri. Putu Bablu Naique alias Putu Babu Khandekar and his wife late Smt. Manekbai Putu Khandekar.

**AND WHEREAS** said Smt. Manekabai Putu Khandekar expired on 09/12/1973, leaving behind her widower and moiety holder, said Putu Khandekar and sole son Shri. Surendra Khandekar married to Sujata Khandekar, thus defining the ownership rights in the SAID PROPERTY as follows:

Putu Khandekar	.....1/2 share
Surendra Khandekar & Sujata Khandekar	.....1/2 share

**AND WHEREAS** said Surendra Khandekar expired on 21/12/1977, without leaving any issues but behind his widow and moiety holder said Sujata Khandekar and father said Putu Khandekar.

**AND WHEREAS** said Putu Khandekar expired on 01/11/1979 leaving behind his only daughter-in-law said Sujata S. Khandekar.

**AND WHEREAS** in the year 1995, said Sujata S. Khandekar instituted an Inventory Proceedings in the Court of Civil Judge,

Senior Division, Ponda, being I, P. No. 1/1995 in which Inventory the Said Property was described under Item No. 5 of the List of Assets.

**AND WHEREAS** by Judgment and Decree dated 08/01/1996 passed in the said Inventory, the Said Property was allotted to the said Sujata S. Khandekar.

**AND WHEREAS** by virtue of Deed of Sale dated 18/5/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 2531 at pages 205 to 229 of Book No. I, Vol. No. 2472 dated 23/5/2007, said Sujata S. Khandekar, sold unto M/s Highclue Properties & Holdings Pvt. Ltd., an area admeasuring 6156.00 Sq. meters forming part of the SAID PROPERTY being denominated as Plot No. "A/1". This Plot No. A/1 admeasuring 6156.00 Sq. meters is hereinafter referred to as "SAID PLOT" and is more particularly described in the SCHEDULE-II hereunder written.

**AND WHEREAS** by Deed of Sale dated 06/08/2007 duly registered in the office of the Sub-Registrar, Salcete under No. 3875, at pages 24 to 46 of Book No. I, Vol. No. 2585 dated 20/08/2007 said M/s Highclue Properties & Holdings Pvt. Ltd., sold the SAID PLOT unto the LANDOWNERS herein.

**AND WHEREAS** the LANDOWNERS entrusted the DEVELOPER vide Agreement for Development, Construction and Sale dated 12/08/2015, executed before Notary Mr. D.S Petkar under reg. No. 67/95 dated 12/08/2015 executed by and between the DEVELOPERS and LAND OWNERS herein, the LAND OWNERS have permitted the DEVELOPERS to develop the Said Plot in pursuance of which the DEVELOPER obtained all permissions and approvals and is developing the said plot and constructing Phase III of Aansav Verde.

**AND WHEREAS** the DEVELOPER is constructing a residential complex in the SAID PLOT with clearances from various authorities as listed below.

**AND WHEREAS** the Town and Country Planning Department, Margao vide its N.O.C. under Ref. No. TPM/21182/VARCA/94/2&3/2015/4530 dated 21/09/2015 has granted approval for construction of residential unit, swimming pool, compound wall and development of 8.00 meters road in the SAID PLOT described in the SCHEDULE-II hereunder written.

**AND WHEREAS** the DEVELOPER and its sister concern are also developing the plots adjacent to the SAID PLOT, under the proposed name of entire development as “AANSAV VERDE” , which upon completion of the entire development, shall be brought under the management of one single Co-operative Housing Society, for which purpose the SAID PLOT along with the three plots identified as Plot V1, V2, and V3 on the North, and East of the SAID PLOT and part of the property under Survey No. 94/3. Land parcel under survey number 94/2 on the west of the Said Plot has been amalgamated and the construction plan has been revised vide Development Permission dated 21/09/2015 under Ref. No. TPM/21182/Varca 94/2 & 3/2015/4530 and Construction License No. VP/VAR/2015-2016/12 dated 22/10/2015. This entire development scheme is hereinafter referred to as “Said Development Scheme”

**AND WHEREAS** by N. O. C. No. PHC/Chin/NOC/10-11/79 dated 29/04/2010 the Primary Health Center, Chinchinim, has certified that there is no objection for construction of residential units, swimming pool and compound wall in survey no. 94/3 of Varca Village from sanitation point of view.

**AND WHEREAS** by Technical Approval No. PWD/WDXXV/SDII/T.A/10-11/1102 dated 12/03/2010 the Technical Officer, S.D.-II, DIV XXV. PWD, Margao, has technically approved construction of residential units, swimming pool and compound wall in survey no. 94/3 of Varca Village.

**AND WHEREAS** in pursuance to the approvals, licences and permissions granted, the DEVELOPERS is in the process of undertaking the construction of building complex consisting of five buildings in the SAID PLOT with the name of the Said complex proposed as **“AANSAV VERDE” PHASE III.**

This building complex named **“AANSAV VERDE”** is hereinafter referred to as **“SAID COMPLEX”**.

**AND WHEREAS** the PROSPECTIVE PURCHASER after being fully satisfied with the clean, clear and marketable title of the LANDOWNERS and rights of the DEVELOPER to the SAID PLOT as also after being satisfied with various permissions and licenses granted by the various authorities and with the quality and construction of the work of the said building and after understanding that the Said Complex forms part of the Said Development Scheme, the PROSPECTIVE PURCHASER has expressed unto the LANDOWNERS and DEVELOPER of his intention of buying Apartment No. \_\_\_\_ in Block \_\_ admeasuring \_\_\_\_ Sq. meters of Super Built-up area, in the said complex of the Said Development Scheme (hereinafter referred to as **“SAID PREMISES”** and is more clearly described in **SCHEDULE-III** hereunder written) and has expressed his willingness to pay a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards such sale.

**NOW THEREFORE THIS AGREEMENT FOR  
CONSTRUCTION AND SALE WITNESSTH AS FOLLOWS:-**

1. **CONSIDERATION:**

a) That the DEVELOPERS shall under normal conditions and subject to the timely payments to be made by the PROSPECTIVE PURCHASER as enumerated in **SCHEDULE-IV** hereunder, construct and sell the said premises, as per the plans and specifications as described in **SCHEDULE-V** and as approved by the PROSPECTIVE PURCHASER, with such variations and alterations, as the DEVELOPERS may consider necessary or as may be required by the Architect of the DEVELOPERS or by any authority, to be made in them or in any of them. The PROSPECTIVE PURCHASER hereby expressly consents to all such variations and alterations to the same and the DEVELOPERS shall not have to take any further permission from the PROSPECTIVE PURCHASER for the same.

It is clearly understood and agreed by and between the parties to these presents that in the event of the super built-up area mentioned above is increased or decreased, the price mentioned therein will be proportionately amended. The details of the super built-up area of the said Apartment and the cost are given in **SCHEDULE VI** hereunder written.

b) The DEVELOPERS do hereby agree to sell the Said Premises together with the corresponding undivided rights in the said Plot, to the PROSPECTIVE PURCHASER, on completion of the construction of the Said Premises, in all respects, for a total consideration of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) and the PROSPECTIVE PURCHASER hereby agrees to pay the said consideration in the manner stipulated in the **SCHEDULE-IV** hereinafter appearing as and when they become due and payable, the time for payment of each of such installment as specified in the SCHEDULE IV being the essence

of contract. All payments shall be made by cheques or direct transfer to the bank account of the company.

All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE PURCHASER will also be paid by the DEVELOPERS in Indian rupees only.

2. **ADDITIONAL AMENITIES/ADDITIONAL FAR:**

a) In case the PROSPECTIVE PURCHASER desires amenities and/or use of material/s other than those specified in SCHEDULE V and/or the PROSPECTIVE PURCHASER desires any changes, all of which are within the rules and regulations of competent authorities, the DEVELOPERS shall entrust the execution of such amenities or providing of materials or changes desired by the PROSPECTIVE PURCHASER to the competent contractor. If the same entails any additional expenditure the entire additional expenditure shall be paid by the PROSPECTIVE PURCHASER to the said contractor before the said change of work or providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the DEVELOPERS has absolute discretion not to entertain the request for change/changes in the plan/amenities as desired by the PROSPECTIVE PURCHASER.

b) The PROSPECTIVE PURCHASER agrees that the DEVELOPERS shall be entitled to make such variations in the plan and specifications as shall be required to be carried out by the Town and Country Planning Department/Planning and Development Authority or Village Panchayat and as may be necessary by the exigencies from time to time. The DEVELOPERS shall be exclusively entitled to consume more FAR/FSI if due to change in building regulations, additional premises can be built.

c) The PROSPECTIVE PURCHASER shall not be entitled to object or obstruct in any manner in case the DEVELOPERS decide to change the plans as approved in case the construction of the said premises is not substantially affected.

3. **TIME FRAME/PENALTIES:**

a) The DEVELOPERS shall deliver the said premises for use and occupation of the PROSPECTIVE PURCHASER within 36 (Thirty Six) Months from the date hereof, completed in all respects, provided all the amounts due and payable by the PROSPECTIVE PURCHASER under this agreement are timely and duly paid to DEVELOPERS . The DEVELOPERS shall by a notice in writing, intimate the completion of the said premises to the PROSPECTIVE PURCHASER, and the PROSPECTIVE PURCHASER within 30 days of the receipt of the said notice take delivery of the said premises, failing which the PROSPECTIVE PURCHASER shall be deemed to have taken possession of the said premises on the expiry of the seventh day. Provided further that the PROSPECTIVE PURCHASER shall have no claim against the DEVELOPERS, if the delivery of possession of the said premises is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the DEVELOPERS shall be entitled to reasonable extension of time for handing over the delivery of the premises on the date as agreed, if the possession of the premises is delayed on account of:

- i) Non-availability of steel, cement, other building material;
- ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
- iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
- iv) Delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the said premises is completed in

all respect and proper application are made to the Government/Statutory Authority;

- v) Alteration required in the said premises by the PROSPECTIVE PURCHASER;
- vi) For other reasons beyond the control of the DEVELOPERS.

b) If the PROSPECTIVE PURCHASER commits default in payment of any of the installments as provided and agreed in SCHEDULE-IV on their respective due dates, time being the essence of the contract, and/or in observing and performing any of the terms and conditions of this agreement, the present agreement shall stand automatically cancelled and terminated 60 days after a notice has been sent to the PROSPECTIVE PURCHASER. The DEVELOPERS shall, however, on such termination refund to the PROSPECTIVE PURCHASER the amounts, if any, which may have till then been paid by the PROSPECTIVE PURCHASER which shall not carry any interest after deducting 50% of the booking amount received and only after the DEVELOPERS entering into fresh agreement with any third party of the choice of the DEVELOPERS in respect of the Said Premises. On the automatic termination of this Agreement under this clause, the DEVELOPERS shall be at liberty to allot and dispose off the Said Premises, without any notice to the PROSPECTIVE PURCHASER, to any other person as the DEVELOPERS deem fit, for such consideration as the DEVELOPERS may determine and the PROSPECTIVE PURCHASER shall not be entitled to question this act of the DEVELOPERS and or to claim any amounts from them. Without prejudice to their rights of terminating the present Agreement in case of default in payment of the installments of the consideration the DEVELOPERS, at their absolute discretion, may allow the PROSPECTIVE PURCHASER to pay the defaulted installments of the consideration on the extended date/s with interest @ 12% (Twelve per cent) p.a. compounded monthly.



c) In case any of the cheques issued by the PROSPECTIVE PURCHASERS for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason, apart from the rights of the DEVELOPERS as provided in clause 3b) above, the DEVELOPERS shall be at liberty to file appropriate proceedings for recovery of money and or dishonor of cheque, Provided the PROSPECTIVE PURCHASERS are given a written notice informing of such default in payment and a 30 days grace period to make the said payment failing which the provisions of clause 3b) of this agreement shall follow.

d) Subject to clause 3a) above, the DEVELOPERS are unable to or fail to give possession of the said premises to the PROSPECTIVE PURCHASER within the time agreed herein above, or within any further extended date or dates agreed to by the parties hereto, then in such case the PROSPECTIVE PURCHASER shall be entitled to give 15 days notice in writing to the DEVELOPERS terminating the agreement, in which event, the DEVELOPERS shall, within five weeks from receipt of such notice, refund to PROSPECTIVE PURCHASER the amounts, if any, that may have been received by the DEVELOPERS from the PROSPECTIVE PURCHASER in respect of the said premises as well as pay simple interest @ 9% p.a. on such amounts from the date of receipt thereof till its repayment. The DEVELOPERS shall also pay to the PROSPECTIVE PURCHASER a sum of Rs. 500/- (Rupees five hundred only) as liquidated damages in respect of such termination.

#### 4. **OBLIGATIONS:**

a) The PROSPECTIVE PURCHASER agrees to effect all payments referred to in SCHEDULE IV.

b) On receipt of the notice contemplated in Clause 3a) herein, the PROSPECTIVE PURCHASER is liable to take possession within 30

days from the date of receipt of the said notice. The PROSPECTIVE PURCHASER shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession. The PROSPECTIVE PURCHASER shall have no claim against the DEVELOPERS in respect of any item of work thereafter.

c) In case the PROSPECTIVE PURCHASER fails to take possession within 30 days from the receipt of the notice as contemplated in clause 3a) and 3b) above, then it shall be deemed that the PROSPECTIVE PURCHASER has taken possession of the premises after inspection irrespective of whether the PROSPECTIVE PURCHASER has actually taken physical possession or not.

d) Notwithstanding anything said in this agreement, upon notice in writing from the DEVELOPERS calling upon the PROSPECTIVE PURCHASER to take possession, whether they have actually taken possession or not, the PROSPECTIVE PURCHASER shall be liable to pay proportionate share of all the outgoings including Maintenance charges, Local Taxes from the date of such actual possession or deemed possession.

e) Upon possession of the said premises being delivered to PROSPECTIVE PURCHASER, the PROSPECTIVE PURCHASER shall be entitled to use and occupy the said premises. Upon the PROSPECTIVE PURCHASER taking possession of the said premises they shall have no claims against the DEVELOPERS in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls shall not be considered as defect in work unless the Architect of the DEVELOPERS opines otherwise.

f) The PROSPECTIVE PURCHASER shall use the said premises only for the purpose, which is permissible under the prevailing law.

g) The PROSPECTIVE PURCHASER shall from the date of possession of the said premises, maintain the said premises, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at their own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and/or common passages or the compound, which may be against the condition or rules or by-laws by the Village Panchayat or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.

h) Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises, the DEVELOPERS shall be at liberty to sell assign, transfer and or otherwise deal with the right, title and interest in the said plot and/or in the said Building Scheme.

i) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the said plots or any part thereof.

j) The PROSPECTIVE PURCHASER shall not let, sub-let, sell, transfer, assign or part with their interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by them to DEVELOPERS under this agreement are fully paid up and that too only if they have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement until they obtains the previous consent in writing from the DEVELOPERS.

k) The PROSPECTIVE PURCHASER shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the DEVELOPERS may require from time to time in this behalf for safeguarding inter-alia the interests of the DEVELOPERS and the PROSPECTIVE PURCHASER.

l) The PROSPECTIVE PURCHASER on the date of signing the present Agreement notify to DEVELOPERS whether any letters, remainders, notices, documents, papers, etc., are to be served to him. The PROSPECTIVE PURCHASER shall also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE PURCHASER at their notified address or at his changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASERS.

m) The PROSPECTIVE PURCHASER hereby gives their express consent to the DEVELOPERS to Construct the said building as they may want Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER in respect of the said premises,.

n) If at any time, the Floor Area Ratio presently applicable to the said Plots is increased, such increase shall be for the benefit of the DEVELOPERS alone, without any rebate to the PROSPECTIVE PURCHASER.

o) The DEVELOPERS shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER in respect of any amount payable by the PROSPECTIVE PURCHASER to the DEVELOPERS under the terms and conditions of this agreement.

p) The PROSPECTIVE PURCHASER hereby expressly agrees that in the event of any amount by way of premium or security deposit, service tax, or any other taxes becoming due and payable to Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto becoming payable by the DEVELOPERS, the same shall be reimbursed by the PROSPECTIVE PURCHASER to the

DEVELOPERS in proportionate to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASER. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER without any dispute.

q) The PROSPECTIVE PURCHASER shall pay five days before handing over of the possession, an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to the DEVELOPERS, being the charges to be paid to the electricity department and P.W.D. (water supply) for the purpose of obtaining water connection and or electricity connection to their Row Houses/bungalows which includes the deposits for water and electricity meters payable to the concerned department.

r) The PROSPECTIVE PURCHASER shall deposit five days before handing over of the possession of the said premises, a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) with the DEVELOPERS as and by way of maintenance charges for five years, which shall be utilized by the DEVELOPERS for maintenance of the Building, common lights, common staircase, common compound and open spaces, salaries of watchman, sweepers and miscellaneous charges, for five years from the date of handing over of the possession. Upon formation of "THE ENTITY" referred herein below, the balance if any standing in the Maintenance Account shall be transferred to such ENTITY. If however, such ENTITY is not formed within three years, the PROSPECTIVE PURCHASER shall contribute such additional amount towards maintenance for next three years as may be demanded by the DEVELOPERS.

s) The payment of the said amount of Rs. \_\_\_\_\_/- as mentioned in clause 3q) above and Rs. \_\_\_\_\_/- as mentioned in clause 3r) above, on or before the agreed date, is a condition precedent for delivery of possession. Failure to pay the said sums as mentioned in clause 3q) and 3r) on or before the agreed date, shall attract clause 3b) mentioned, agreed and consented, by the parties, herein above. From

the said amount of Rs. \_\_\_\_\_/-, the amount remained unused/unutilized, after making payment as mentioned in 3q), shall be refunded to the PROSPECTIVE PURCHASER. In case the amount so expended for the purpose mentioned in clause 3q) is more than the amount deposited by the PROSPECTIVE PURCHASER, then the PROSPECTIVE PURCHASER shall pay the excess amount so expended before delivery of possession. The decision of the DEVELOPERS on the amount so spent shall be final.

t) The Said Premises shall be deemed to have been completed in all respect upon issuance of the Completion Certificate by the Engineer of the DEVELOPERS.

u) Any diligence shown by the DEVELOPERS in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

v) The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the DEVELOPERS. The PROSPECTIVE PURCHASER is expected to inquire with the DEVELOPERS regarding the stage of completion.

w) The Open Spaces, Terrace shall belong to the ownership of the DEVELOPERS and they shall be at liberty to deal with the same as per their discretion and or to sell/lease etc. the same to third party and the PROSPECTIVE PURCHASER shall not object or interfere in such transaction.

x) The PROSPECTIVE PURCHASER shall not claim any right of pre-emption or any other right in respect of the other premises in the said building or undivided right in the Said Plot.

5. **CO-OPERATIVE HOUSING SOCIETY/  
MAINTAINANCE SOCIETY/ OWNERS ASSOCIATION:**

a) The PROSPECTIVE PURCHASER shall assist the DEVELOPERS and the other premise holders in forming a Co-operative/Maintenance Society or an association of persons or such other entity for maintaining the said plots and/or the said Building Scheme. It shall be entirely at the desecration of the DEVELOPERS to decide whether to form a Co-operative Society or a maintenance society or an Association of persons or any other entity (hereinafter referred to as "THE ENTITY"). When the DEVELOPERS take a decision in this matter the PROSPECTIVE PURCHASER and other premises holders in the said Building Scheme shall sign all forms, applications, deeds, and/or other documents as may be required for the formation of the Entity.

b) The PROSPECTIVE PURCHASER hereby agrees and binds themselves to contribute such amount as may be decided by the DEVELOPERS or the entity as the case may be for the maintenance of the said Plot and the Building Scheme from time to time that is for common lights, water charges, watchman's remuneration, sweeper's remuneration etc.

c) The PROSPECTIVE PURCHASER hereby agrees to contribute all such sums as may be required for the formation and registration of the entity.

d) The PROSPECTIVE PURCHASER and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.

e) The PROSPECTIVE PURCHASER hereby agrees and undertakes to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the entity. The PROSPECTIVE PURCHASER shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPERS and other premises holders in the said Building Scheme.

6. **TRANSFER TO PROSPECTIVE PURCHASER:**

a) In case the purchasers of the various premises in the said building constitutes themselves into THE ENTITY as provided in Para 4a) above, then upon payment of the entire sale consideration amount of the respective premises and after payment of all other charges by the various premises holders, the DEVELOPERS shall execute the conveyance deed in respect of the said plot in favor of such ENTITY.

b) In case such ENTITY as mentioned in Para 4a) is not formed, then upon payment of the entire sale consideration amount and after payment of all other charges agreed herein, the DEVELOPERS shall execute the conveyance deed in respect of the said premises and the corresponding undivided portion of the said Plot, in proportion to the built up area of their respective premises, in the names of the premises holders.

c) The advocate for the DEVELOPERS shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the Sale Deed referred in Para 5a) and 5b) above. The PROSPECTIVE PURCHASER shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.



7. **PAYMENT OF TAXES, COSTS, CHARGES AND EXPENSES:**

a) Any taxes, charges, or outgoing levied by the Panchayat or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER from the date of the delivery of possession of the said premises.

b) The PROSPECTIVE PURCHASER shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

8. **GENERAL OBLIGATIONS:**

It is hereby agreed between the parties hereto as under:-

a) On taking delivery of the premises the PROSPECTIVE PURCHASER under no circumstances, shall carry out any structural alterations in or to the said premises, without the written consent of the DEVELOPERS and express permission from the competent statutory authorities.

b) The PROSPECTIVE PURCHASER under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal access roads in the said building scheme shall always be kept open and unobstructed.

c) The PROSPECTIVE PURCHASER shall have no right to the terrace portion of the said Building except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as absolute property of the DEVELOPERS.

d) The name of the complex shall be “AANSAV VERDE” at all times which the PROSPECTIVE PURCHASER agrees not to change individually or in association with the owners of the other premises in the said building.

**9. DISCLAIMER:**

All inspections by the PROSPECTIVE PURCHASER when the construction work is in progress shall be at the risk of the PROSPECTIVE PURCHASER. The DEVELOPERS shall not be liable in any manner in case the PROSPECTIVE PURCHASER or anybody acting on her behalf suffers any injury or any property of her is damaged, during inspection of the construction work.

**10. WAIVER AND NO WAIVER**

The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.

**11. AMENDMENTS**

No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement of the amendment, modification, discharge or waiver is sought.

**12. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by instruments signed by both of the Parties hereto. Any and all prior or collateral representations, promise or condition not incorporated herein or made a part hereof shall not be binding upon the Parties.

**SCHEDULE-I**  
**(of the SAID PROPERTY)**

ALL THAT property known as “LANGOTEM” also known as “LANGTEM” situated at Varca, Taluka of Salcete, described as a whole under no. 6665 in erstwhile Land Registration Office of Salcete and surveyed as a whole under Survey No. 94/3 of Varca Village with an area of 99,075 Sq. meters, and bounded as under:-

EAST : By boundary of Village Orlim;  
WEST : By the property surveyed under survey No. 98/2;  
NORTH : By road;  
SOUTH : By the property surveyed under survey Nos.  
100/1 and 100/2.

**SCHEDULE-II**  
**(of the SAID PLOT)**

ALL THAT Plot of Land admeasuring 6156.00 Sq. meters identified as Plot A/1 and forming part of the property described in the SCHEDULE-I above and bounded as under:

EAST : partly by Public Road and partly by remaining portion of Survey no. 94/3;  
WEST : by the property surveyed under survey No. 94/2;  
NORTH : by remaining portion of Survey no. 94/3;  
SOUTH : by remaining portion of Survey No. 94/3 of Varca Village.

**SCHEDULE III**  
**(Description of the Premises)**

ALL THAT Apartment No.\_\_\_\_ admeasuring \_\_\_\_ Sq. meters of super built-up area, of the complex named “Aansav Verde” Phase III, constructed in the Plot described in schedule II above and is bounded as under:

On the East :

On the West :

On the North :

On the South :

**SCHEDULE IV**

**(Payment Schedule)**

The PROSPECTIVE PURCHASER shall make the payment to the DEVELOPERS as per the Schedule given below:

SR. NO	SCHEDULE OF PAYMENT	AMOUNT	GST	AMOUNT PAYABLE
			12.00%	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
BASIC PRICE OF UNIT				
1	Maintenance Charges( For 5 Years)			
2	Deposit (Electricity/Water)			
3	Club Fees			
4	Legal Fees			
5	Society Formation			
INCLUDING ADDITIONALS				
1				
2				
GOVERNMENT LEVIES & TAXES as applicable				
TOTAL				

**SCHEDULE V**

**(Building Specifications For Apartments, Fixtures, Fittings, And Amenities)**

**1. STRUCTURE:**

The structure will be finished with high grade of material as specified below or of equivalent quality and grade material as the DEVELOPERS may feel fit.

- a. CEMENT – ACC or Equivalent
- b. STEEL – TMT RODS/BARS of Kundil Mills or Equivalent
- c. Other basic building material as available locally

**2. DOORS & WINDOWS:**

Doors and Windows will be finished in high quality of Teak wood or Red maran teak or African Mahogany or any other wood of similar quality as may be decided the by DEVELOPERS .

**3. FLOORING:**

Flooring for the entire unit would be 2' X 2' or 1.5' X 1.5' Rustic Tiles

**4. TOILET FINISHING:**

Toilets would be finished in high grade ceramic tiles upto ceiling height, high grade quality of ceramic ware will be used for all bathrooms. Bath fittings will be of marq or jaquar or equivalent.

**5. WALL FINISHES:**

Walls will be finished in high quality glass putty with royal emulsion paint.

**6. ELECTRICAL:**

Electrical wires manufactured by Finolex, switches provided by Anchor, Legrand, MK or Schneider. Fans and tube lights would be provided. Solar water heater will be provided.

**7. KITCHEN:**

Kitchen platform shall be provided with granite or quartz, sink used shall be made of Quartz. Adequate water and electrical points shall be provided for various appliances commonly used. Plumbing fittings of marq or jaquar or equivalent shall be used.

**SCHEDULE VI**  
**(Details of Apartment and Cost)**

Apartment No. : \_\_\_\_\_  
Name of the Complex : Aansav Verde Phase III  
Super Built-up area : \_\_\_\_\_ Sq. metres approx.  
Cost of the premises : Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ Only)  
Maintenance Charges : Rs. \_\_\_\_\_/-  
Water Electricity Deposit : Rs. \_\_\_\_\_/-  
Infrastructure Tax : Rs. \_\_\_\_\_/-  
Legal Fees : Rs. \_\_\_\_\_/-  
Society Registration Fees : Rs. \_\_\_\_\_/-

\*GST and other taxes as levied by the government has to be paid at the time of every payment. Actual payable shall be applicable as per notifications issued by respective government.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

**SIGNED, SEALED AND DELIVERED BY**  
**THE WITHINNAMED DEVELOPERS:**

**Mr. AATISH ANOOP BABANI**

As Managing Director of member no. 1

In the presence of.....

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**LEFT HAND FINGER PRINT IMPRESSION OF Mr. AATISH ANOOP BABANI**

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**RIGHT HAND FINGER PRINT IMPRESSION OF Mr. AATISH ANOOP BABANI**

**Mr. RAKESH BHUTANI**

As attorney for member no. 2 of the LANDOWNERS

In the presence of.....

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**LEFT HAND FINGER PRINT IMPRESSION OF Mr. RAKESH BHUTANI**

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**RIGHT HAND FINGER PRINT IMPRESSION OF Mr. RAKESH BHUTANI**

**SIGNED, SEALED AND DELIVERED BY:  
THE WITHIN NAMED PROSPECTIVE  
PURCHASERS:  
Ms. ROCHELLE SURI**

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**LEFT HAND FINGER PRINT IMPRESSION OF Ms. ROCHELLE SURI**

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**RIGHT HAND FINGER PRINT IMPRESSION OF Ms. ROCHELLE SURI**



Witnesses:

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

# PHASE

# 04

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ (\_\_\_/\_\_\_/\_\_\_\_) **BY** and **BETWEEN:**

**AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), Holding Pan No. **AAFCA5441F** having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, represented by its Managing Director, Mr. **AATISH ANOOP BABANI**, son of Anoop Kiratrai Babani, aged about 36 years, married, businessman, Indian National and resident of Carmona, Salcete-Goa, vide resolution passed by the Board of Directors in the meeting held on 9/09/2010, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their respective successor in office, executors, heirs, administrators and assigns) of the **ONE PART**.

AND

1. **AANSAV REALTY & INFRASTRUCTURE PVT. LTD.** a registered company incorporated under the Companies Act 1956 (No. 1 of 1956), Holding Pan No. **AAFCA5441F** having its Registered Office at 106, WDC Enclave, Mabai Hotel Complex, Near Collector Office, Margao, Salcete-Goa, represented by its Managing Director, Mr. **AATISH ANOOP BABANI**, son of Anoop Kiratrai Babani, aged about 35 years, married, businessman, Indian National and resident of Carmona, Salcete-Goa, vide resolution passed by the Board of Directors in the meeting held on 9/09/2010,
2. **MRS. LAGAN TEWARI**, w/o Late Maj. Gen. Lalit Tewari, aged 61 years, housewife, having PAN card no. ADVPT2327B, Indian National, resident of ‘**SANTOSH**’, Bercha Road, Opp. Batra House, Mhow 453441 (MP). Both hereinafter referred to as the “**LANDOWNERS**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their

respective successor in office, executors, heirs, administrators and assigns) of the **SECOND PART**.

**AND**

1) **Shri.** \_\_\_\_\_ (**Name of the purchaser**), son of Mr. \_\_\_\_\_ (Father's name), aged \_\_\_\_ years, married, service, having PAN card no. \_\_\_\_\_, Indian National and resident of \_\_\_\_\_, hereinafter referred to as "**PROSPECTIVE PURCHASER**", (which expression unless repugnant to the context and meaning thereof shall mean and include her heirs, legal representative, executors, administrators and assigns) of the **THIRD PART**.

**WHEREAS** there exists at Varca Village of Salcete Taluka, within the limits of Village Panchayat of Varca, the property known as "LANGOTEM AND SONARVADO" described in the Land Registration Office of Salcete under No. 37656 of new series, which was originally owned by Virginia Dulco Henriqueta Fernandes, surveyed under Survey No. 94/2 under the name "Langotem". This property is more particularly described in the SCHEDULE hereunder written and is hereinafter for the sake of convenience is referred to as "SAID PROPERTY";

**AND WHEREAS** vide Deed of Sale dated 14/01/1960, duly registered in the office of the Sub-Registrar, Salcete under No. 1084 at pages 3 onwards, the Said Property was purchased by Mr. Vianeca Vassudeva Raicar.

**AND WHEREAS** in pursuance to the purchase made, the said property is inscribed in the name of said Mr. Vianeca V. Raicar under Inscription No. 47412 and is also enrolled in his name in the Land Revenue Records under Matriz No. 1331.

**AND WHEREAS** Mr. Vinaeca V. Raicar was married to Smt. KrishnabaiVinaecaRaicar under the regime of communion of assets and the former expired on 28/05/1968 and later on 22/02/1998, leaving behind their sole and universal heir Shri. Shashikant Raikar;

**AND WHEREAS** Shri. Shashikant Raikar expired on 15/07/2007, leaving behind the member no. 1 of the PROSPECTIVE VENDORS and moiety holder and member nos. 2 to 4 of the PROSPECTIVE VENDORS as sole and universal heirs.

That in order to partition the assets left behind by said late Shri. Vianeca, late Mrs. Krishnabai and late Shri. Shashikant Raikar, the member no. 4 of the PROSPECTIVE VENDORS initiated an Inventory Proceedings in the court of Civil Judge Junior Division, Margao and the same is registered as Inventory Proceeding Nos. 105/2013/F.

**AND WHEREAS** by Deed of Sale dated 09/01/2014 duly registered in the office of the Sub-Registrar, Salcete under Book No. I, Registration No. MGO-BK1-00152-2014, CD Number MGOD74 on 10/01/2014, By Deed of Sale Dated 09/01/2014 duly registered in the office of the Sub-Registrar, Salcete under Book No. I, Registration No. MGO-BK1-00355-2014, CD Number MGOD74 on 22/01/2014, By Deed of Sale Dated 09/01/2014 duly registered in the office of the Sub-Registrar, Salcete under Book No. I, Registration No. MGO-BK1-00360-2014, CD Number MGOD74 on 23/01/2014 and By Deed of Sale Dated 09/01/2014 duly registered in the office of the Sub-Registrar, Salcete Book No. I, Registration No. MGO-BK1-00389-2014, CD Number MGOD74 on 23/01/2014, the LANDOWNERS herein has bought the property.

**AND WHEREAS** the LANDOWNERS entrusted the DEVELOPER to develop the said plot by an oral understanding in pursuance of which the DEVELOPER obtained all permissions and approvals and has developed the said plot and constructed part 1 of Aansav Verde.

**AND WHEREAS** the DEVELOPER is constructing a residential complex in the SAID PLOT with clearances from various authorities as listed below hereinafter referred to as “Said Complex”.

**AND WHEREAS** the Town and Country Planning Department, Margao vide its N.O.C. under Ref. No. TPM/21182/VARCA/94/2&3/2015/4530 dated 21/09/2015 has granted approval for construction of residential units H, I, J, and K, road in the SAID PLOT described in the SCHEDULE-II hereunder written.

**AND WHEREAS** vide Construction License No. VP/VAR/2015-2016/12 dated 20/10/2015, permission is granted by office of the Village Panchayat of Varca, permitting construction of residential units H, I, J, and K, swimming pool, compound wall and development of 8.00 meters road in the SAID PLOT valid upto 20/10/2017.

**AND WHEREAS** by N. O. C. No. PHC/Chin/NOC/10-11/79 dated 29/04/2010 the Primary Health Center, Chinchinim, has certified that there is no objection for construction of residential units.

**AND WHEREAS** the DEVELOPER and its sister concern are also developing the plots adjacent to the SAID PLOT, under the proposed name of entire development as “AANSAV VERDE”, which upon completion of the entire development, shall be brought under the management of one single Co-operative Housing Society,

for which purpose the SAID PLOT along with the three plots identified as Plot V1, V2, and V3 on the EAST, of the SAID PLOT and part of the property under Survey No. 94/3. This entire development scheme is hereinafter referred to as “Said Development Scheme”

**AND WHEREAS** the PROSPECTIVE PURCHASER after being fully satisfied with the clean, clear and marketable title of the LANDOWNERS and rights of the DEVELOPER to the SAID PLOT as also after being satisfied with various permissions and licenses granted by the various authorities and after understanding that the SAIDCOMPLEX forms part of the Said Development Scheme, the PROSPECTIVE PURCHASER has expressed unto the LANDOWNERS and DEVELOPER of his intention of buying Independent Villa- \_\_\_ admeasuring \_\_\_\_\_ Sq. meters of Super Built-up area located in the said complex of the Said Development Scheme (hereinafter referred to as “**SAID PREMISES**” and is more clearly described in **SCHEDULE-III** hereunder written) and has expressed his willingness to pay a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) towards such sale and has further expressed to join the co-operative housing society that shall be formed for the Said Development Scheme wherein shall be joined all the remaining complexes of the Said Development Scheme upon the completion of respective complexes.

**AND WHEREAS** at the request of the PROSPECTIVE PURCHASER and upon specific representation of the PROSPECTIVE PURCHASER that he shall join the Society that shall be formed at present for the management of the Said Complex, which shall subsequently manage the Said Development Scheme, the DEVELOPER and LANDOWNERS have agreed to sell to him the SAID PREMISES for the aforementioned consideration.



**NOW THEREFORE THIS AGREEMENT FOR SALE  
WITNESSTH AS FOLLOWS:-**

1. That in pursuance to the said understanding and in consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) the LANDOWNERS and DEVELOPER, hereby covenant and agree to convey, transfer and assign unto the PROSPECTIVE PURCHASER, the right, title and interest in the “Said Premises” constructed in the Said Complex of the Said Development Scheme.

2. The sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only), has been duly paid by the PROPSECTIVE PURCHASER before the execution of this agreement and a sum of Rs. \_\_\_\_\_ / - (Rupees \_\_\_\_\_ only) as mentioned in the Schedule IV shall be paid by the purchaser to the developer.

3. The possession of the Said Premises is not delivered by this instrument and shall be delivered by executing separate instrument for delivery of possession.

4. a) The PROSPECTIVE PURCHASER shall assist the DEVELOPER and the other premise holders in forming a Co-operative society which shall be named “Aansav Verde Co-Operative Housing Society” (hereinafter referred to as “Said Society” and that shall be formed for the management of the Said Complex in which the remaining complexes of the Said Development Scheme shall be joined as and when completed. The PROSPECTIVE PURCHASER shall not object to such joinder of the remaining complexes of the said development scheme in the said society. Such complexes shall be joined by executing conveyance deed of the land and building corresponding to such complexes in the Said Society.

b) The PURCHASER hereby agrees and binds himself to contribute such amount as may be decided by the Said Society for the maintenance of the Said Plot and Said Development Scheme from time to time.

c) The PURCHASER hereby agrees to contribute all such sums as may be required for the formation and registration of the said society as also all such sum of monies towards stamp duty, registration fees and other expenses proportionate to the said premises, for the conveyance of the said plot and said complex in favour of said society.

d) The PURCHASER and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the Said Society from time to time and shall also be governed by the laws which may be applicable to the Said Society.

e) The PURCHASER hereby agrees and undertakes to be the member of the said society to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the said society. The PURCHASER shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPER and other premises holders in the said development Scheme.

5. The Said Plot and Said Complex shall be conveyed in favour of the Said Society upon the formation of the Said Society and upon the contribution by all purchasers the proportionate share in the

expenditure for the conveyance of the said plot and said complex in favour of the said society.

6. The advocate for the DEVELOPER shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the conveyance Deed referred above. The PROSPECTIVE PURCHASER shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.

7. The Open Spaces, Terrace, till conveyance of title in favour of the Said Society, shall belong to the ownership of the DEVELOPER and the DEVELOPER shall be at liberty to deal with the same as per its discretion.

8. It is hereby agreed between the parties hereto as under:-

(a) The PURCHASER shall make no structural change/s in the front elevation and/or in the side and rear elevation of the SAID PREMISES.

(b) The PURCHASER will not damage any RCC structure in the SAID PREMISE and if any damages are caused and due to which the structure becomes weak, the PURCHASER will be fully responsible for such damages.

(c) The PURCHASER shall maintain the SAID PREMISES in good and tenantable condition and shall not do or suffer to be done anything in or to the SAID PREMISES or to the common passages or spaces which may be against the rules or bye-laws of the statutory authorities.

(d) The PURCHASER hereby covenant with the DEVELOPER that the PURCHASER shall not do or cause to be done nor create any obstructions in the open passage, open spaces or any common amenities, or any hindrance to the common use and enjoyment of the common amenities to the said plot and the other residents in the Said Complex.

(e) The PURCHASER shall not fix grills to the balcony/balconies of his premises without first approving its design from the DEVELOPER and or society, which design should be in uniformity with the grills approved by the DEVELOPER/Society for other residents.

9. The PURCHASER shall use the said premises for residential purpose only.

10. If at any time after this agreement till the conveyance of the entire "Said Development Scheme" to the said society, the floor area ratio presently applicable to the said plot is increased or the DEVELOPER wishes to use the unused FAR of the Said Plot, such increase or unused FAR shall be for the benefit of the DEVELOPER alone, without any rebate to the PROSPECTIVE PURCHASER with right to the DEVELOPER to use the additional permissible FAR or unused FAR by constructing additional premises and the PROSPECTIVE PURCHASER shall have no objection to such additional construction and hereby communicates her no objection for such additional construction which might become possible due to increase in the FAR or utilization of unused FAR of the Said Plot and consequently for sale of such additional premises to third party along with proportionate undivided share in the land appurtenant thereto. The Said Plot agreed to be sold conveyed unto the said society does not include the unused or future FAR of Said Plot.

## 12. GENERAL DECLARATION/OBLIGATIONS:

a) Upon possession of the said premises being delivered to PURCHASER, the PURCHASER shall be entitled to use and occupy the said premises. Upon the PURCHASER taking possession of the said premises she shall have no claims against the

DEVELOPER in respect of any item of work in the said premises which may be alleged not to have been carried out or completed.

b) The PURCHASER shall use the said premises only for the purpose, which is permissible under the prevailing law.

c) The PROSPECTIVE PURCHASER shall from the date of possession of the said premises, maintain the said premises, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at their own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and/or common passages or the compound, which may be against the condition or rules or by-laws by the Village Panchayat or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.

d) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the said plot or proportionate undivided share in the said plot or any part thereof.

e) The PROSPECTIVE PURCHASER shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the DEVELOPER and LANDOWNERS may require from time to time in this behalf for safeguarding inter-alia the interests of the DEVELOPER and LANDOWNERS and the PROSPECTIVE PURCHASER.

f) The PROSPECTIVE PURCHASER on the date of signing the present Agreement notify to DEVELOPER and LANDOWNERS whether any letters, remainders, notices, documents, papers, etc., are to be served to him. The PROSPECTIVE PURCHASER shall

also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE PURCHASER at their notified address shown below or at his changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASER.

g) The DEVELOPER and LANDOWNERS shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER in respect of any amount payable by the PROSPECTIVE PURCHASER to the DEVELOPER and LANDOWNERS under the terms and conditions of this agreement.

h) The PROSPECTIVE PURCHASER hereby expressly agrees that in the event of any amount by way of transformer cost, premium or security deposit, service tax, or any other taxes becoming due and payable to Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto becoming payable by the DEVELOPER, the same shall be reimbursed by the PURCHASER to the DEVELOPERS in proportionate to the area of the said premises agreed to be purchased by the PURCHASER. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER without any dispute. The PROSPECTIVE PURCHASER shall also bear proportionate share in the insurance premium, house tax paid at the time of obtaining the occupancy/payable to the government in respect of the said Building.

i) The name of the said complex shall be "AANSAV VERDE" at all times which the PURCHASER agrees not to change individually or in association with the owners of the other premises in the said complex or the said development scheme.

13. The PURCHASER herein accord his knowledge that the DEVELOPER has not utilized the total permissible FAR/FSI of the Said Plot and further development is still possible in the Said Plot by constructing additional structures utilizing the unused/permissible FAR or FAR that may be available in future. Thus, if any time hereinafter in the said building scheme the FAR presently applicable to the said plot is increased or any unused FAR can be used, such increase or unused FAR shall be for the benefit of the DEVELOPER alone, without any rebate to the PURCHASER, with right to the DEVELOPER to use such additional permissible FAR or unused FAR by constructing additional building in the SAID PLOT and the PURCHASER hereby irrevocably communicates his no objection to such additional floor or construction of building which might become possible due to increase in the FAR of the Said plot or use of unused FAR and consequently for sale of such additional premises to third party along with proportionate undivided share in the land appurtenant thereto. Further, no consent shall be required to be obtained nor the PURCHASER shall be required to be joined in any transaction that the DEVELOPER may enter into in respect of additional premises that shall be constructed using the unused/permissible FAR of the Said Property or for completion of the remaining phases.

14. The PURCHASER shall not claim any right of pre-emption in the Said complex and or in the Said development scheme.

15. The DEVELOPER have expressed their intention to put up/cause to be put up Special advantages, features, Amenities and Facilities like Swimming Pool, Club House, Spa etc., in the Said Development Scheme in association with the sister company of the member no. 1 of the LANDOWNERS and the PURCHASER herein and/or their nominee (in case of Firm/Company) shall, so long as they own and possess Flat/Row Villa/Bungalow, will be entitled to membership of such Club and to use the said Special

Amenities and Facilities as per rules and regulations framed by the DEVELOPER and/or their nominee for the purpose and subject to payment of costs, charges and expenses stipulated in that behalf. The membership of PURCHASER or their nominee (in case of Firm/Company), as the case may be, shall be only for himself/herself and his/her spouse and minor dependent children. The management, control and ownership of the said Special Amenities advantages, features and Facilities shall remain with the DEVELOPER and/or any person/s or said society, as the DEVELOPER may determine in their sole discretion. As for the said common areas, open spaces, and other concomitants of the said Development scheme, the same shall be maintained by the DEVELOPER for a period of 5 years from the date of possession, the cost of which has been included in the consideration of the said premises.

These Special advantages, features, Amenities and Facilities though subject to payment of fees, costs, charges etc, yet shall be provided as a matter of goodwill and the same shall not be considered as services provided by the DEVELOPER against the consideration of the said premises.

The PURCHASER/S shall co-operate in bringing all the amenities of the SAID PLOT and that of adjoining plots under one control and management. The PROSPECTIVE PURCHASER agrees that the maintenance of the SAID COMPLEX shall remain within the control of the DEVELOPER even after formation of the SOCIETY for a period of 5 years after the possession of the last unit of the SAID DEVELOPMENT SCHEME and the purchaser shall pay the annual maintenance as specified by the DEVELOPER after the expiry of the 5 year period as mentioned in the above clause. The purchaser shall not object the joinder of the remaining complexes/units of the said development scheme in the said society.



## **SCHEDULE I**

### **(Description of the said developments scheme)**

ALL THAT landed property named “Langotom and Sonarvado” (as per Description) by other name “Langotem (as per Survey), situated at Varca, within the limits of Village Panchayat of Varca, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, admeasuring 2328.00 sq. meters, Surveyed under No. 94/2 of part Varca Village and bounded as under:

On the East : by public road  
On the West : partly by the property under Survey No. 98/2, 98/10, 93/6 to 93/9, 93/12 to 93/14  
On the North : by the streamlet and  
On the South : by remaining part of property under survey no. 94/2

## **SCHEDULE II**

### **(of the said plot)**

ALL THAT Plot of land admeasuring an area of 2328.00 Sq. meters, forming part of the property described in the Schedule I herein above and bounded as under:

On the East : by the property surveyed under survey no. 94/3  
On the West : partly by the property surveyed under survey no. 98/2, 98/10, 93/6 to 93/9, 93/12 to 93/14;  
On the North : partly by property under Survey No. 93/6 and 93/10.  
On the South : by the property under survey no. 98/2.

## **SCHEDULE III**

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

ALL THAT Individual Villa \_\_\_ admeasuring \_\_\_sq.mts of super built-up area described in schedule II above forming part of the Development Scheme “AANSAV VERDE”, PHASE IV and is bounded as under:

On the North :  
 On the South :  
 On the East :  
 On the West :

**SCHEDULE IV**  
**(Payment Schedule)**

The PROSPECTIVE PURCHASER shall make the payment to the PROSPECTIVE VENDORS-CUM-BUILDERS as per the Schedule given below:

**Payment Schedule for Villa I**

Sr. No.	Time of Payment	Percent of the Total Consideration
(i)		
(ii)		
(iii)		
(iv)		
(v)		
(vi)		
(vii)		
(viii)		
(ix)		
(x)		
(xi)		
(xii)		
(xiii)		


**SCHEDULE V**

**(Details of Flat/Bungalow/Row House and Cost)**

Individual Villa :  
Name of the Complex : AANSAV VERDE PHASE IV  
Super Built-up area : \_\_\_ sq. metres approx.  
Cost of premises : Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_ only )

\*Service tax including Cess and other taxes as levied by the government has to be paid at the time of every payment. Actual payable shall be applicable as per notifications issued by respective government.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPER AND THE LANDOWNER 1<sup>st</sup> PART:**

**i) AANSAV REALTY & INFRASTRUCTURE PVT. LTD**  
Through their authorized signatory/attorney  
**Mr. AATISH ANOOP BABANI**

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mr.**  
**AATISH ANOOP BABANI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mr.**  
**AATISH ANOOP BABANI**

**WITHIN NAMED LANDOWNER 2<sup>ND</sup> PART:**

Through their authorized signatory/attorney

**Mrs. LAGAN TEWARI**

In the presence of.....

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF **Mrs. LAGAN TEWARI**

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF **Mrs. LAGAN TEWARI**

**SIGNED, SEALED AND DELIVERED BY:**

**THE WITHIN NAMED PURCHASER:**

The party of the Third part

In the presence of.....

**Shri.** \_\_\_\_\_

PROSPECTIVE PURCHASER

Little finger	Ring finger	Middle finger	Index finger	Thumb

**LEFT HAND FINGER PRINT IMPRESSION OF Shri.**

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Thumb	Index finger	Middle finger	Ring finger	Little finger

**RIGHT HAND FINGER PRINT IMPRESSION OF Shri.**

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Witnesses:

- 1)
- 2)