

AGREEMENT FOR SALE & FINANCE

This AGREEMENT FOR SALE & FINANCE is executed at Mapusa, Goa on this 25th day of May 2017;

BETWEEN

PN REAL ESTATE DEVELOPERS, a partnership firm duly registered under the Indian Partnership Act having its office at _____, Mapusa-Goa, holding PAN Card no. _____, herein represented by its partners:-

1. MR. RAHUL MOHAN NADKARNI, son of Mohan M. Nadkarni, 36 years, married, Indian National, business, resident of H. no. 569/2, Shri Shantadurga Krupa, Opp. St. Diago's Church, Monte Guirim, Bardez-Goa;
2. MR. _____, aged _____ years, in business, holding PAN Card No. _____, son of _____, residing at _____, Bardez-Goa,

And shall hereinafter referred to as the "BUILDER/SELLER" (which term and expression shall unless repugnant to the context or meaning thereof deemed to mean and include their heirs, nominees, executors, successors, Administrators, assigns and/or representatives) of the ONE PART;

AND

MR. _____, son of _____, _____ years, business, married, Indian National, PAN Card No. _____, resident of _____-Goa, hereinafter called as "THE PURCHASER" (which term and expression shall unless repugnant to the context or meaning thereof, shall include his successors, heirs, nominees, assigns, executors, administrators and/or representatives or any other person or persons lawfully, equitably or otherwise claiming through him) of THE SECOND PART;

WHEREAS there exists a part and parcel of land admeasuring 4175 sq. mts. Bearing Sy. No. 109/4 of village Verla identified as Tolem Bhat and the same is also seen in the Form I and XIV of the said property is also known as Toleachem Bata or Gorbata or Talem Bhat or Tolebata and the said property is having a residential house and a well and the remaining area is a coconut grove. On perusal of the survey plan it is seen that there is a residential house in the said property and a well and the property is bounded on the East by property bearing survey no. 109/5, 7, 16 and 17, on the West by property bearing survey no. 109/3, on the North by public road and on the South by property bearing Survey No. 108/6 and 108/9. The said Property bearing Survey No. 109/4 is situated at Verla within the limits of village panchayat Verla-Canca, Bardez Taluka and Registration Sub- District of Bardez, District North Goa in the State of Goa; which property is described in detail in the Schedule-I to this agreement, written hereunder, delineated in red in the plan annexed hereto and is hereinafter referred to as the Said Property.

AND WHEREAS on perusal of cadastral Portuguese survey plan, it is seen that the said property that is survey no. 109/4 corresponds to Portuguese Old Cadastral Survey (OCS) no. 1132 of village Verla and this is certified by the Inspector of Survey and Land Records, Panaji vide his certificate dated 23.05.2013. The Property is bounded on the East by Old Cadastral Survey nos. 1144, 1131, 1129 and 1147, on the West by old cadastral survey nos. 1133, on the North by public road under old cadastral survey no. 1091 and on the South by old cadastral survey no. 1210 and 1193 which are paddy fields. The Registro De Agrimensor (Portuguese Surveyor's Register) of old survey no. 1132 shows in column no 3 that the property was known as Tolembata and the same was a mixed property and in column no. 13 this property admeasures 4,296 sq. mts. And in column no. 11 shows that there is a residential house (casa de alvenaria), well, courtyard (quintal), mud house (casa de taipa) and the remaining area is a coconut grove. The aforesaid boundaries in terms of the old cadastral survey nos. are as per the Registo Do Agrimensor with respect to Old Cadastral Survey (OCS) no. 1132 of village Verla, Bardez, Goa.

AND WHEREAS the said property surveyed under no. 109/4 is described under description no. 28701 of Book B-74 at page 12 reverse in the Land Registration Office of Bardez as follows:

Description no. 28701: Property known as Toleachem Bata or Gorbata at village Verla having a residential house and bounded as under:- East: By property of Andre Paulo De Souza Xapai and others, West: By property of heirs of Simao Rosario Lobo and others, North: by property of Comunidade of Verla, South: by field Pinto of individuals.

AND WHEREAS the said property which is presently surveyed under no. 109/4 is described in the Land Registration office of Bardez under description no. 28701, at page 12 reverse of Book B-74 and is inscribed in the name of Nicolau Francisco De Sa of Verla and/or his wife Maria Victoria Pereira, under no. 21604 of Book G-28 at page 59, no. 21605 of Book G-28, at page 59 and under no. 23157 of Book G-29, at page 169, of the Land Registration Office of Bardez.

AND WHEREAS the said property bearing survey no. 109/4 corresponds to old cadastral survey no. 1132 of Verla and as per the Portuguese Surveyors Register is owned by Maria Victoria Pereira and her husband Nicolau Francisco De Sa of Verla whose names are stated in the ownership column no. 6 of the Registo De Agrimensor (Portuguese Surveyors Register) and field book extract of Old Survey No. 1132 of Verla. Certificate of correspondence dated 23.05.2013 issued by the Inspector of Survey no. 109/4 corresponds to old cadastral survey no. 1132 (part).

AND WHEREAS the said Nicolau Francisco De Sa was bequeathed the property under description no. 28701 by Rosa Michaela De Souza, wife of his grand uncle Luis Caetano De Souza of Verla by public will dated 23.01.1907 recorded at page 65 of the Book no. 248 of the notes of

the notary of this division Nazario Vicente De Paulo Rebeiro.

AND WHEREAS the said Nicolau Francisco De Sa was later married to Maria Victoria Pereira who is the grand niece of Luis Caetano De Souza married to Rosa Miceala De Souza. Therefore Rosa Micaela De Souza is the grand aunt of Maria Victoria Pereira.

AND WHEREAS by Deed of irrevocable gift intervivos dated 31.10.1910 recorded at page 70 reverse of Book no. 120 of the notary Joao Cupritino Da Caridade Frias, the said Luis Caitano De Souza, widower of Maria Victoria Pereira, with reservation of life usufruct gifted all his properties, rights and actions in favour of his then minor grand niece, that is his brother Joaquim De Souza's grand daughter, minor Rosa Maria Victoria Pereira, daughter of Napoleao Pereira and Gloria Maria Pia De Souza.

AND WHEREAS the said Rosa Maria Micaela De Souza, wife of Luis Caetano De Souza of Verla had neither ascendants living nor descendants and she bequeathed all her properties, rights and actions in favour of her sole and universal heir Nicolau Francisco De Sa resident of Parra by the aforesaid Public will dated 23.01.1907 recorded at page 65 of the Book no. 248 of the notes of the notary of Bardez Division Nazario Vincente De Paulo Rebeiro.

AND WHEREAS by virtue of the said Public Will dated 23.01.1907 the above property was inscribed on 19.03.1928 in the name of Nicolau Francisco De Sa under inscription no. 21604 of Book G-28 at page 59 in the land registration office of Bardez.

AND WHEREAS the said Rosa Micaela De Souza died on 24.06.1910 at Parra leaving behind her widower Luis Caetano De Souza and without issues. This is stated in the declaration on oath of Nicolua Francisco de sa in the Inventory proceeding amongst majors of deceased Luis Caitano de Souza and his wife Rosa Micael de Souza by order of homologation dated 16/2/1929 (which is stated in the inscription no.23157 of Book G-29 of Bardez).

AND WHEREAS by virtue of the Gift deed dated 30/10/1910, the above mentioned property described under no.28701 of Book B-74 of Bardez aqt page 12 reverse is inscribe on 19/3/1928 in the name of Maria Victoria Pereira, wife of Nicolau Francisca de Sa under inscription no.21605 of Book G-28 at page 59.

AND WHEREAS the said Luis caetano de Souza expired on 21/2/1911 without which is stated in declaration by Administrator Nicolau Francisco de sa in the Inventory proceeding instituted on the death of Luis Caitano de Souza and his wife Rosa Micaela de Souza finalized by order of homologation dated 16/2/1929.

AND WHEREAS the said Nicolau Francisco de Sa Maria Victoria Pereia at the Church of parra on 26/6/1911 which is stated in the certificate no.380343 issued by the Conservatoria of Bardez.

AND WHEREAS inventory proceedings amongst majors were initiated

by Nicolau Francisco de Sa of the deceased Luis Caitano de Souza and his wife Rosa Micaela de Souza and by order of homologation dated 16/2/1929 (which is stated in the inscription no.23157 of Book G-29 of Bardez),the properties belonging to the estate of late Luis Caetano de Souza and his wife late Rosa Micaela de Souza were listed at Item no.1 to 12 as per the Mapa de Adjudicacao (Chart of Allotment) at page 47 of the Inventory proceeding of 1929 and allotted equally to Nicolau Francisco de SA and his wife Marria Victoria Pereira. In the said inventory proceedings, the said property was listed under Item no.1 described as, "Tolleachem bata " or "Ghorbat" and bounded on the north by land of the Comunidade of Verla, on the south by paddy field pinto of individuals and on the east by land belonging ti Andre de Souza Xapai and others.

AND WHEREAS the property under Item no. 1 in the aforesaid inventory of the year 1929, under description no.28701 of Book B-74 of Bardez at page 12 reverse in the Land Registration Office of Bardez along with other properties and inscribed under the name of Nicolau Francisco De Sa of Verla married to Marria Victoria Pereira under no.21604 of Book G-28 to the extent of half because of the Public Will of 23/1/1907 by Rosa Micaela de Souza and under no. 21605 of Book G-28 in Favour of Marria Victoria Pereira, wife of Nicolau Francisco de Sa to the extent of the remaining half of the property because of the Deed of Irrevocable Gift Intervivos by Luis Caetano de Souza and again inscribed in their names that is Nicolau Francisco de Sa and his wife Maria Victoria Pereira under Inscription no.23157 of Book G-29 at page 169 on 28/8/1930 for transmission of right to property bearing description number 28701 of Book B -74 of Bardez.

AND WHEREAS the Portuguese cadastral survey of Verla was conducted and the property bearing description no. 28701 of Book B-74 of Bardez is shown as bearing cadastral survey no.1132, owned by Maria Victoria Pereira and her husband Nicolau Francisco De Sa of Verla whose names are stated in the ownership column no.6 of the Registo De Agrimensor (Surveyor's register)and field book extract of old survey no.1132 of Verla.

AND WHEREAS Nicolau Francisco De Sa expired on 24/9/1971 (as can be seen in the burial certificate issued by church of St. Ignatius, Mumbai) and his wife Marria Victoria Pereira predeceased him on 3/1/1969 (as can be seen in the death certificate issued by church of St. Anne, Parra, Bardez, Goa) leaving behind one son and 6 daughters namely Louis Thomas D'Sa married to Especiosa Sebastiana Pinto, Rosy Lobo; widow, Rita married to Anthony terreira, Formina Sequeira married to Peter Paul Sequeira, Flory D'Mello married to Michael D'Mello, Felecia Pinto, married to Ignatius Pinto and Joaninia D'souza married to Peter Domnic D'Souza, whose names are stated in the below mentioned sale deed of 23/10/1985 registered under no.964 of Book I vol no.240 at page 313 to 321 dated 7/10/1987 before the Sub Registrar of Bardez.

AND WHEREAS Rosy Lobo, widow,her children Peter married to Eva Lobo, Philomena married to Domnic Gonsalves, Rita Terriera, widow of late Anthony Terrira, her children Manuel Terreira married to Monaldal

Terreira, Leslie Terreira, Margaret Terreira, widow of G. Martins, grand children Ligorio Martins married and Aghata Martins, married, Formina Sequeira, her husband Peter Paul Saqueira, Flory D'Mello her husband Michael D'Mello, Felecia pinto, her husband Ignatius Pinto and Joaninia D'Souza and her husband Peter Dominic D'Souza through their power of attorney Miss Maria Caetana pinto sold their 6/7 share in the properties bearing survey no. 109/4 along with other properties of village Verla to Louis Thomas D'sa and his wife Especiosa Sebastiana Pinto by Deed of sale dated 23/10/1985 registered under no.964 of Book I vol no.240 at pages 313 to 321 dated 7/10/1987 before the sub Register of Bardez.

AND WHEREAS Louis Thomas D'Sa died on 21/1/1999 as stated in his death certificate issued by Municipal Corporation of Greater Bombay and is survived by his widow and moiety holder Especiosa De Sa and his 4 sons and 2 daughters, their spouses, collectively referred to as the vendors herein as stated in the Inventory proceedings no. 232/2001 passed by the Civil Judge Senior Division of Bardez at Mapusa by Final order dated 31/1/2001.

AND WHEREAS inventory proceedings no. 232/2001 were instituted on the death of Louis Thomas D'Sa by his widow Especiosa De Sa before the Court of the Civil Judge Senior Division of Mapusa and final order passed on 31/1/2002. In the said Inventory proceedings, the said property bearing survey no. 109/4 was listed at Item no.4 and was allotted to the widow and all the children of Louis Thomas De Sa, as per their entitlement. In the said inventory proceedings, the property under survey no. 109/4 at Item no.4, admeasuring 4,175 sq. mts., was described as "Tolem Bhat" with residential house as state in the form I & XIV and survey planned having following boundaries : East :by property of Joao pinto ; West : by property of Sofia Lobo; North : by public road and South :by property of Minguel S. D'Souza.

AND WHEREAS out of the said total area of the said property described in schedule I admeasuring 4175 (Four Thousand One Hundred and Seventy Five) Sq. Mtrs., area of 215 (Two Hundred And Fifteen) Sq. Mts. Has been utilized for the purpose of construction of a panchayat road through the said property described in schedule I. The parties specifically agree that the said access forms part of the property described in schedule I and the purchaser/developer shall be entitled to use the said access freely and without any obstruction.

AND WHEREAS by virtue of the Deed of Sale dated _____, executed by and between the owners in predecessor in title and LARA GROUP, a partnership firm duly registered under the Indian Partnership Act having its office at Hotel Samrat, Dada Vaidya Road, Panaji, holding PAN Card no. herein represented by its partners:- 1. MR. VICTOR FERNANDEZ, aged about 65 years, in business, holding PAN Card No., son of, residing at.....; and 2. MR. ASHISH GADKARI, aged 47 years, in business, holding PAN Card No. AFKPG4111M, son of ASHOK RAMCHANDRA GADKARI, residing at B3/303, MONTVERT PRISTINE, NEXT TO ST. THOMAS CHURCH, PUNE 411020; the said LARA GROUP, purchased the said property for valued consideration as mentioned therein. The said Deed of Sale dated _____ is found registered in the office of the Sub-registrar of Bardez at Mapusa under register no. _____.

AND WHEREAS the **BUILDER/SELLER** have finalized a deal with the said LARA GROUP for developing the said property by constructing a project consisting of 21 villas and that the drafts of the necessary agreements to be executed with LARA GROUP has already been finalized.

AND WHEREAS the **BUILDER/SELLER have approached the purchaser with the proposal to finance an amount of Rs. _____** for paying the same to LARA GROUP and inturn has agreed to allot and sell **one Villa delineated as Villa no. _____ having super built up area of 210 sq. mts., to be constructed in the said property alongwith the undivided proportionate rights in said property for a total consideration of Rs. _____/- (Rupees _____ Lakhs only), which is its fair market value, which proposal has been duly accepted by the purchaser.**

AND WHEREAS the Villa delineated **as Villa no. _____ having super built up area of 210 sq. mts.,** to be constructed in the said property alongwith the undivided proportionate rights in said property shall hereinafter be referred to as the said Villa and the same is shown in red colour on the proposed plan annexed to this agreement for sale and is the subject matter of the present agreement for sale and the same is more fully described in schedule II hereinunder.

AND WHEREAS the said Villa shall have specifications mentioned in the brochure annexed to this agreement for sale and the brochure has been annexed to the present agreement for sale and shall form the part and parcel of the present agreement for sale.

NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS: -

1. The BUILDER/SELLER shall, under normal conditions, construct and sell and deliver THE SAID VILLA alongwith equivalent undivided proportionate rights, title and interest in the said

PROPERTY as described in Schedule-I in accordance with the specifications and the plan approved by the BUILDER/SELLER with such variations and alterations as the Architects or any competent authority may consider necessary and that the purchaser, hereby expressly nominate, constitute and appoint the BUILDER/SELLER to be their attorney, to give from time to time consent, if any, required for such alterations and variation in the construction of THE SAID VILLA alongwith equivalent undivided proportionate rights, title and interest in the said PROPERTY in the said proposed complex to be constructed in the said property for the total consideration of Rs. _____/- (Rupees _____ only).

2. The PURCHASER has paid the entire consideration amounting to Rs. _____/- (Rupees _____ only) in the following manner:-
 - i. An amount of Rs. _____/- (Rupees _____ Lakhs only) paid by way of RTGS done on _____ done in the account of the BUILDER/SELLER with _____ Bank, _____-Goa, having account no. _____, through the account of the PURCHASER held with _____ Bank, _____-Goa;
 - ii. An amount of Rs. _____/- (Rupees _____ Lakhs only) paid by way of RTGS done on _____ done in the account of the BUILDER/SELLER with _____ Bank, _____-Goa, having account no. _____, through the account of the PURCHASER held with _____ Bank, _____-Goa;

The receipt and payment of which the BUILDER/SELLER do hereby admit and acknowledge.

3. The Building specification of THE SAID VILLA alongwith equivalent undivided proportionate rights, title and interest in the said Property shall be as per Schedule III.
4. The BUILDER/SELLER shall deliver the physical as well as legal possession of THE SAID VILLA alongwith equivalent undivided proportionate rights, title and interest in the said Property for the use and possession of the PURCHASER strictly within a period of 24 months (Twenty Four Months) from the date of execution of the present agreement.
5. It is specifically agreed by and between both the parties that the BUILDER/SELLER shall after completing the construction of THE SAID VILLA in all respect and after obtaining the occupancy certificate for THE SAID VILLA inform in writing about the same to the purchaser and the sale deed pertaining to THE SAID VILLA shall be executed thereafter within a period of 15 days.
6. It is specifically agreed upon that the seller shall complete in all respect the work of construction of THE SAID VILLA and

handover the physical as well as legal possession of THE SAID VILLA in the hands of the PURCHASER, strictly within a within a period of 24 months (Twenty Four Months) from the date of execution of the present agreement.

7. The PURCHASER shall be entitled to sell, Transfer, surrender, assign, Gift, Exchange etc., THE SAID VILLA or part thereof to any third party and the BUILDER/DEVELOPER/SELLER & OWNERS shall co-operate in signing all such deeds/agreements in favour of any such person/s, financial institutions, banks, Partnership firms, Companies, Societies, etc., if need arises for more fully and effective transfer of THE SAID VILLA or part thereof in favour of Third party/s.
8. Even otherwise the BUILDER/SELLER do hereby specifically accord their implied/express consent for the PURCHASER to sign any documents of Agreement for Sale, transfer, Assignment, sale deed, MOU etc., pertaining to the said property for conveying and transferring THE SAID VILLA or part thereof in favour of Third party/s or its nominees etc., on the basis of the present agreement for sale & Finance without even making the BUILDER/SELLER & OWNERS as parties to the said documents of agreement for sale, assignment, transfer, sale deed, MOU etc., to be executed in favour of any third parties or the nominees of the PURCHASER and that the BUILDER/SELLER & OWNERS further undertakes to bind themselves to comply with all the terms and conditions of any such documents etc., with the nominees of the PURCHASER or any third parties.
9. The BUILDER/SELLER have represented that they have not entered into any agreement for sale, memorandum of understandings, deed of assignment, Deed of Mortgage, deed of lease, deed of transfer or any other kind/s of deed/agreements of whatsoever nature, with any other person/persons/body of individuals etc., for the sale or transfer, by any other nature of THE SAID VILLA nor there is any lien/charge of whatsoever nature over THE SAID VILLA or on the said Property and that the BUILDER/SELLER shall not enter into or deal in any manner whatsoever with THE SAID VILLA any time in future after the execution of the present agreement for sale and finance.
10. The BUILDER/SELLER has represented that there are no arrears of any tax and/or dues payable on the said Property to any other Local or Government body. Similarly the said Property or any part thereof is not the subject matter of any dispute, Civil litigation, mundcarial claims or tenancy rights etc.
11. If the Purchaser desires to make any changes in the specification if permitted by the builder/seller he shall have to pay the additional cost arising thereupon before the Said item of work is taken for execution and for the purpose of payment it will be considered as an extra item.
12. The Purchaser shall not be entitled to insist upon any

addition/deletion/alteration in the construction of the total building or of the SAID VILLA, which shall be constructed by builder/seller.

13. The deed of Conveyance and/or assignment or such other deeds concerning the SAID VILLA shall be prepared by the advocate of the builder/seller at the expense of the purchaser and executed after the completion of the entire development in the said property described in schedule I hereunder written.
14. The Purchaser shall maintain the front elevation and the side and rear elevation of the said VILLA in the same form and shall not alter/change the said elevation/facade/design/colour in any manner whatsoever without the prior consent in writing from the builder/seller.
15. The Purchaser shall from the date of possession maintain the SAID VILLA at his own cost and maintain the same in a good tenable repair and condition and shall not do anything in or to the SAID VILLA or the staircase and common passage, which may be against rules or bye laws or any other authority nor shall the purchaser change, after or make additions in or to the SAID VILLA or any part thereof. The purchaser shall be responsible for any breach of these conditions.
16. If at any time any levy of taxes is or area charged or levied or sought to be recovered by the Municipality, the Government or any other Public Authorities in respect of the SAID VILLA, the same shall be borne and paid by the purchaser.
17. The Purchaser do hereby covenant with the builder/seller that he shall not hold the builder/seller liable for any addition, alteration or improvements that may be made to the original Plans at the instance of Panchayat, Town Planning Department any other authority concerned.
18. Upon the Purchasers taking possession of the SAID VILLA, the purchaser shall have no claim against the builder/seller in respect of any item of work in the SAID VILLA, which may be alleged not to have been carried out or completed. Similarly, the builder/seller shall not be responsible for the colour/size variations in the painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings etc. it is clarified that any cracks or dampness in the construction shall not be considered as defect etc., unless and until it is so classified by the Architect of the builder/seller.
19. The purchasers shall bear the stamp duty, registration charges and including legal fees payable to the sales and conveyance of the SAID VILLA in favour of the purchasers and for this purpose the purchasers shall deposit with the builder/developer/seller a sum of Rs. _____/- (Rupees _____ only) which shall be utilized for legal fees. In case of short fall the Purchasers shall be liable to pay the difference

and in case of excess the same shall be credited to the maintenance fund of the complex.

20. Any taxes, (such as House-tax, Infrastructure tax, Services tax etc.) Changes or outgoings levied by the Government Authorities, including the electricity connection charges and water meter installation, water pump charges exclusively pertaining to the SAID VILLA shall be borne by the purchaser and the same shall be paid prior to taking possession of the SAID VILLA.
21. The purchaser do hereby agree to observe and perform all rules and regulations, which the other occupants of the said building may jointly adopt from time to time and at all time for the protection and maintenance of the said building, which shall be in conformity with the building rules and Municipality by laws and regulations in force. The Purchasers simultaneously with the taking over of his possession of the SAID VILLA shall contribute a sum of Rs. _____/- per square meters of built up area financed/purchased by them towards the maintenance fund to the developer, which shall be transferred to the account maintained by the builder/seller for future maintainance as required.
22. The deposit that may be demanded by or paid to the electricity department and water works, Department for the purpose of giving water and electrical connection to the said building and electrical/water meter deposit shall be payable by the purchasers to the builder/seller before taking possession within seven days of demand, whichever is earlier. That in case the electrical and water connection is not available at the time of completion and handing over possession of the SAID VILLA to the purchasers, the same shall be provided as soon as the same is made available and allowed by the authorities.
23. All expenses pertaining to the conveyance/sale deed of THE SAID VILLA, shall be borne by BUILDER/SELLER.
24. If the PURCHASER is not in a position to enjoy peacefully THE SAID VILLA, due to any defect in title or due to any defect of whatsoever nature, the BUILDER/SELLER shall be entitled to make good or clear the said defect in title or any other defect, so that the PURCHASER can enjoy it peacefully without any interference from anybody.
25. If the BUILDER/SELLER is unable to clear the defect in title or any third party claim or in the event of the failure of the BUILDER/SELLER to hand over the possession of THE SAID VILLA with 24 month from the date of signing of the present agreement, then the PURCHASER shall have option to unilaterally terminate the present agreement for sale & Finance and claim refund of the entire amount paid under the present agreement i.e. Rs. _____/- (Rupees _____ Only) plus damages at the rate of _____% per Annum to be calculated

from the date of expiry of 24th month from the date of execution of the present agreement until the entire amount paid under the present agreement for sale and finance is duly paid to the PURCHASER and that the BUILDER/SELLER shall be liable to pay the same within 30 days from the date of termination.

26. It is specifically agreed by and between the parties that the BUILDER/SELLER & confirming party/owners shall sign any type of Agreements/Deeds/documents in favour of third parties if requested by the PURCHASER for transfer of THE SAID VILLA to any third party and in that case the PURCHASER shall be made as confirming party to the said Agreement/Deeds etc, with the third party.
27. It is specifically agreed by and between all the parties that they shall not be entitled to raise any objection pertaining to the payment of stamp duty towards the said agreement for sale before any court of law and that the purchaser shall be entitled to pay the deficit stamp duty if any as and when need arise at any time in future.
28. The purchaser hereby agree and undertake to be members of the society of the Co-operative society to be formed in the manner herein appearing and also from the time to sign and execute the documents, applications for registration and / or membership and other papers and documents necessary for the formation, observance and carry out of the building rules and regulations and bye laws for the time being and shall observe and perform all the stipulations and conditions laid down by such Co-operative society regarding the occupation and use of the building and/or shop or other space thereon and shall pay and contribute regularly and punctually towards taxes and /or expenses or other outgoing in accordance with the terms of this agreement.
29. It shall be the sole discretion of the builder/seller to decide whether to form the Co-operative Society or association or company or any other legal entity for the said project. On the builder/developer/seller making its decision aforesaid, the purchasers and other persons who have acquired or who acquired other flats and other spaces shall be required to sign all forms, applications, papers, deeds and documents, etc, as may be reasonably required to carry out such decision and so as to obtain and effect proper conveyance if the said plot of land with the building and structure thereon, as the case may be.
30. Time is the essence of this agreement.
31. Both the parties shall be entitled for the specific performance of the terms and conditions of this agreement.
32. In the event of any dispute or difference or questions arising between the parties hereto or between any of them and the successors-in-title and/or heirs and/or legal representatives

of the other or others, arising out of and/or in connection with and/or in relation to and/or in consequence of and/or concerning and/or howsoever touching this Agreement or any of the terms, clauses or things herein contained, or as to the rights, duties and liabilities of the parties hereto under these presents, then the same shall be referred to an Arbitration governed by the provisions of the Arbitration & Conciliation Act, 1996, or any other statutory modifications or reenactment thereof. The Arbitral Tribunal shall comprise of a sole Arbitrator to be mutually nominated by the both the parties, who shall be a practicing advocate and that the BUILDER/DEVELOPER/SELLER shall be liable for paying the entire cost of arbitration. The venue of the Arbitration Proceedings shall be in Mapusa; however the Arbitrator may with the consent of both the parties have the sittings at some other venue.

SCHEDULE-I
(Description of the SAID PROPERTY)

ALL THAT the property known as "Tolem Bhat" also known as "Tolechem Bata or Gorbata or Talem Bhat or Tolebata" consisting therein residential house presently in a dilapidated condition and a well and the remaining area is a coconut grove, situated at Verla within the limits of village Panchayat Verla-Canca, Bardez Taluka and Registration Sub- District of Bardez, District North Goa in the State of Goa, described under description no. 28701 of Book B-74 at page 12 reverse in the Land Registration Office of Bardez and having old cadastral no. 1132 of village Verla, presently Surveyed under survey No. 109/4 of village Verla, Bardez-Goa, admeasuring 4175 sq. mts. and bounded as under:-
on the East:- by property bearing survey no. 109/5, 7, 16 and 17,
on the West:- by property bearing survey no. 109/3, on the North:- by public road and;
on the South:- by property bearing Survey No. 108/6 and 108/9.

SCHEDULE-II
(DESCRIPTION OF SAID VILLA)

ALL THAT said Villa denominated as VILLA NO. _____ having super built up area of 210 sq. mts., to be constructed in the said property alongwith the undivided proportionate rights in said property and having amenities such as swimming pool, club house etc. The said Villa is more specifically shown in red colour on the approved plan annexed to this agreement for sale and the same shall form the part and parcel of the present Agreement for Sale.

IN WITNESS WHEREOF all the parties have made and signed this Agreement for Sale on this _____ day of May 2017 at Mapusa out of their own will and after fully understanding the contents thereof and in the presence of two attesting witnesses who have signed herein below.

SIGNED, SEALED AND DELIVERED by the
withinnamed BUILDER/SELLER.

(MR. _____)

LEFT HAND FINGERS IMPRESSION: RIGHT HAND FINGERS
IMPRESSION:

1. _____

1. _____.

2. _____

2. _____.

3. _____

3. _____.

4. _____

4. _____.

5. _____

5. _____.

SIGNED, SEALED AND DELIVERED by the
withinnamed PURCHASER.

(MR. _____)

LEFT HAND FINGERS IMPRESSION: RIGHT HAND FINGERS
IMPRESSION:

1. _____

1. _____.

2. _____

2. _____.

3. _____

3. _____.

4. _____

4. _____.

5. _____

5. _____.

SIGNED, SEALED AND DELIVERED by the
withinnamed CONFIRMING PARTY/OWNERS.

(MR. _____)

LEFT HAND FINGERS IMPRESSION: RIGHT HAND FINGERS
IMPRESSION:

1. _____

1. _____.

2. _____

2. _____.

3. _____

3. _____.

4. _____

4. _____.

5. _____

5. _____.

WITNESSES:-

1. _____.

2. _____.