

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE is made at Mapusa, Bardez, Goa, on this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ of the year Two Thousand and seventeen ( / / 2018).

**BETWEEN**

(A) **M/s REGAL ESTATE DEVELOPERS**, a Partnership Firm registered under No. \_\_\_\_\_, through its Partner **Ms. Genisha Gonsalves**, 34 years, d/o Mr. Shelley Gonsalves, holding **PAN Card No. AGUPG6041K**, in business, Indian National, residing at Murrod Vaddo, Candolim, Bardez Goa. hereinafter referred to as **THE DEVELOPER (B) MR. SHELLEY GONSALVES**, age 66 years, holder of **Pan card No. ACVPG0642H** son of late Jose Gonsalves, business, Indian National, (C) **MRS. THERESA GONSALVES**, daughter of late Cajetan Alphonso, age 62 years, Indian National, holder of **PAN card No. ACVPG0641E**, both residents of Murrod Vaddo, Candolim, Bardez, Goa, hereinafter referred to as Land Owners jointly hereinafter referred to as **VENDORS** (which term and expression shall include its heirs, nominees, assigns, executors, successors, administrators and/or representatives) **OF THE FIRST PART.**

AND

1. **Mr.** \_\_\_\_\_ aged \_\_\_\_\_ years s/o **Mr.** \_\_\_\_\_, holding **PAN Card No.** \_\_\_\_\_ -
- 2) **Mrs.** \_\_\_\_\_ aged \_\_\_\_\_ years  
d/o \_\_\_\_\_, holding **PAN Card No.** \_\_\_\_\_, both  
Indian national and residing at \_\_\_\_\_

---

\_\_\_\_\_ hereinafter referred to as 'THE PURCHASERS' (which term and expression shall include their heirs, nominees, assigns, executors, successors, administrators and/or representatives) of the

SECOND PART.

Whereas there exists a property known as "SEQUERI WADO" situated in the ward of Sequeira Vaddo, in the Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Cadastral No. 497, and is presently bounded as under:

On the East: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim.

On the West: Partly by the property bearing Survey No. 229/2 and partly by the Nullah/Rain Water drain.

On the North: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 229/2 of the Village of Candolim, and;

On the South: By the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim,

The VENDOR No. B & C have represented that vide sale deed dated 14<sup>th</sup> September 2011, registered with the sub – registrar of Bardez, Mapusa Goa under registration no. BRZ-BK-1-05157-2011 dated 03-11-2011, they have obtain absolute title and possession to the said property.

WHEREAS the VENDOR (B) Mr. Shelley Gonsalves is represented by his Attorney, the Vendor No. (C) Mrs. Theresa Gonsalves vide Power of Attorney dated 28<sup>th</sup> March, 2007, executed at Panaji, Goa before the Notary Public Mr. Wilfred A. F. Boadita under No. 4032/2007 dated 30/3/2007(Certified True Copy submitted herewith).

AND WHEREAS the required approvals/permissions have been obtained for construction of Villas '1' to '5' with swimming pool and compound wall from the North Goa Planning and Dev. Authority under No. NG PDA/CAN/44/61/827/2016 dated 05/01/2016 and from the Office of the Village Panchayat of Candolim under No. VP/32/6/3268/31/2015-16 dt. 07/01/2016.

AND WHEREAS the Vendor No. B & C has entered into an Agreement of Development with REGAL ESTATE DEVELOPERS dated \_\_\_\_\_ to develop the said property.

WHEREAS the VENDORS has planned to develop the SAID PROPERTY surveyed under survey No. 231/8 admeasuring 1875 sq.mtrs by commencing the construction of Four (4) Semi-detached villas and one (1) detached villa for only residential purpose with swimming pool and compound wall. The project has been named "REGAL HIDEAWAY" situated in Sequeira Vaddo, Candolim, Bardez, Goa. The said project has Five (5) villas i.e. Villas '1' to '5' and swimming pool.

AND WHEREAS the PURCHASERS have approached the VENDORS and offered to purchase the Villa "\_\_\_\_\_" having a super built up area of approx \_\_\_\_\_ square meters alongwith the proportionate/ undivided share in the SAID PROPERTY corresponding to the super built up area of the SAID VILLA including all the incidences better described in Schedule-II hereunder and which villa shall hereinafter be referred to as the "SAID VILLA" for the sake of brevity.

AND WHEREAS the VENDORS has represented to the PURCHASERS that in the view of the above, they have clear and marketable title to the SAID PROPERTY.

The VENDORS has given the PURCHASERS inspection of the documents of title in respect of the SAID PROPERTY and of the building plans, designs and specifications which have been inspected, accepted and confirmed by the PURCHASERS.

AND WHEREAS the VENDORS has agreed to sell the SAID VILLA to the PURCHASERS, for a sum of Rs. \_\_\_\_\_ /- (Rupees Lakhs only) plus Service tax to be paid in the manner stipulated in Schedule-IV hereunder, which includes the price of the corresponding /proportionate undivided share/right in the SAID PROPERTY and subject to the further terms and conditions hereafter appearing.

AND WHEREAS the specifications of the construction work of the SAID VILLA are shown/described in Schedule-III hereunder.

AND WHEREAS the Parties hereto have accepted the offer made by each Party to the other and the contract has been concluded on the terms and conditions as mutually agreed upon and set out herein below.

**NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:**

1. The DEVELOPER shall construct the SAID VILLA as per the specifications seen and approved by the PURCHASERS and sell the same alongwith proportionate/undivided share in the SAID PROPERTY corresponding to the super built up area of the SAID VILLA in terms of this Agreement. For the purpose of clarification it is made clear that the SAID VILLA shall be an independent and self contained unit intended to be used only for residence, the SAID VILLA forming part of the villa Complex known as "REGAL HIDEAWAY". The DEVELOPER shall ensure that a proper motorable road/access and adequate parking place within the compound are provided.

2. The PURCHASERS do hereby agree to pay unto the hands of the DEVELOPER the said amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Lakhs only) plus Service Tax in the manner as given in **Schedule-IV**.

3. On execution of this Agreement the PURCHASERS have paid today an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) vide Cheque no \_\_\_\_\_ dated \_\_\_\_\_ Bank , to Vendor No.

'A', receipt whereof the DEVELOPER does hereby acknowledge.

4. If the PURCHASERS commit default in the payment of any of the aforesaid amounts strictly within the time as set out in Schedule IV, the VENDORS shall be at liberty to terminate this Agreement. The VENDORS shall, however on such termination, refund to the PURCHASERS all payment/s received from the PURCHASERS without any interest or further additions thereto after deducting therefrom a sum equivalent to 2% of the price of the villa, by way of liquidated damages for the default made by the PURCHASERS. On the VENDORS terminating this Agreement under this clause, the PURCHASERS shall have no claim against the VENDORS, save the refund of the sum as described above, and the PURCHASERS agree that they shall have no claim against the SAID VILLA. On such termination, the VENDORS shall be at liberty to sell off the SAID VILLA to any other person as they may deem fit, at such price as the VENDORS may determine and the PURCHASERS shall not be entitled to question such sale or to claim any amount from the VENDORS.
5. The SAID VILLA shall be constructed in accordance with the specifications and shall contain fixtures, fittings and amenities specified in the **Schedule-III**. Any alterations in the specifications, fixtures, fittings and amenities may be entertained by the DEVELOPER upon the request in writing of the PURCHASERS, provided these changes are within the rules and



regulation of competent Authority, in which case the PURCHASERS shall pay the DEVELOPER for such alterations at the market price which the DEVELOPER shall quote to the PURCHASERS. The entire additional cost shall be paid by the PURCHASERS before taking possession of the SAID

**VILLA.**

6. All inspections by the PURCHASERS when the construction work is in progress shall be at the risk of the PURCHASERS. The DEVELOPER shall not be liable in any manner in case the PURCHASERS or anybody acting on their behalf suffers injury during inspection of the construction work.

7. Subject to clause 2 hereinabove, the DEVELOPER shall hand over possession of the SAID VILLA on \_\_\_\_\_. The DEVELOPER shall be entitled to reasonable extension of time for giving delivery of the SAID VILLA on the aforesaid date, if the Possession of the SAID VILLA is delayed on account of the following:

- i. Non-availability of steel/cement/other building materials.
- ii. Wars, armed rebellion or natural calamities due to which construction is held up.
- iii. Any Notice, order, rule, notification of Government and/or any other public or competent authority and / or judicial authority.

- iv. Delay in payments and non payments in installments as detailed in Schedule IV or any amounts payable under this Agreement.
- v. Delay on the part of Government/ State Authority in issuing Occupancy Certificate/ Completion Certificate and/or releasing water supply/electrical supply in case the SAID VILLA is otherwise completed in all respects and proper applications are made to the Government /Statutory Authorities.
- vi. Alteration required in the SAID VILLA by the PURCHASERS.
8. However, in the event of any circumstances beyond the control of the DEVELOPER, namely on account of war, acts of God and nature, change in legislation, unforeseen litigations and regulations or any part unforeseen events, then the DEVELOPER shall not be held liable for any damages for not having discharged his obligations under this Agreement. In such an event, the Agreement shall come to an end and the money received by the DEVELOPER shall be refunded without any interest thereon to the PURCHASERS.
9. That in the event of any part anywhere in the SAID VILLA being lost by the PURCHASERS on account of any lawful claim made by any person/s, regarding the title of the said property, the VENDORS and their heirs shall recoup the PURCHASERS of all such loss together with all litigation expenses that may be incurred to protect their title to schedule VILLA.

10. That if at any time it is found that any other person/s has got right, title and/or interest in the said property and/or there is any defect in the title of the said property whereby the Purchasers right, title and interest in the SAID VILLA is in any way affected and/or at stake then the VENDORS shall be liable to cure the defect in the title of the said property at their own cost and expenses and ensure that the Purchasers gets a clean title to the SAID VILLA.
11. Without prejudice to the DEVELOPER'S rights under clause 4, the PURCHASERS shall be liable to pay to the DEVELOPER interest at the rate of 15% ( Fifteen percent) per annum on all amounts due and payable by the PURCHASERS under this Agreement if such amounts remain unpaid for fifteen days more after becoming due.
12. In case the possession of the SAID VILLA cannot be given due to reasons detailed above at 7(i to vi), no alternate arrangement shall be made by the DEVELOPER.
13. The PURCHASERS shall take possession of the SAID VILLA on payment of the aforesaid amount as described in **Schedule-IV** of this Agreement, within a period of 15 days of the DEVELOPER giving a written notice to the PURCHASERS intimating the PURCHASERS that the SAID VILLA is ready for occupation with the required Occupancy Certificate in respect of the SAID VILLA.

14. In case the PURCHASERS fail to take possession within 30 days from the receipt of the notice , then it shall be deemed that the PURCHASERS have taken possession of the SAID VILLA, irrespective of whether the PURCHASERS has actually taken possession or not.
15. The PURCHASERS shall be entitled to use the SAID VILLA only for residential purposes. The PURCHASERS under no circumstances shall be entitled to use the SAID VILLA for any unlawful, immoral or antisocial purposes or in such manner as to cause nuisance or inconvenience to other occupants of the other villas.
16. The PURCHASERS shall maintain the front elevation and the side elevation and the rear elevation of the SAID VILLA in the same form as the DEVELOPER constructs it and shall not at any time alter the said elevation in any manner whatsoever, without the prior consent in writing from the DEVELOPER and/or the Association/Society or other legal entity as the case may be. The PURCHASERS are not entitled to change the outer facade of the SAID VILLA by carrying out any masonry work or by fixing of grills as they deem fit and proper. In case grills are required to be fitted, the PURCHASERS can get the same done as per specific design of THE DEVELOPER and the said grills would have to be fitted through THE DEVELOPER only, on payment of charges.

17. All notices to be served on THE PURCHASERS as contemplated by this Agreement shall be deemed to have been duly served if sent to THE PURCHASERS by Registered A.D. at the address specified below:

Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Commencing a week after the notice is given by the DEVELOPER to the PURCHASERS that the SAID VILLA will be ready for use and occupation the PURCHASERS shall be liable to:

- i) pay all taxes and charges towards electricity and water supply, Panchayat taxes and any other tax applicable to the sale of the SAID VILLA and fees towards registration of the Society and other services and outgoings payable in respect of the SAID VILLA.
- ii) pay punctually and regularly the proportionate share of all outgoing in respect of the taxes, insurance premium against fire and other risks, maintenance and management of the buildings and swimming pool, common lights, sanitation and water charges, common staircase, common compounds/ gardens and open spaces, salaries of watchmen and sweepers and maintenance of accounts and administration of the said building/s and all other expenses necessary and incidental for the enjoyment of the SAID VILLA.

19. Nothing contained in this Agreement shall be construed as demise or assignment or conveyance in law of the **SAID VILLA** or of the said land or any part thereof or of the building/s constructed thereon, or any portion thereof. Such demise or assignment or conveyance in the **SAID PROPERTY** shall be made to the **PURCHASERS** which may be formed by all the villa owners of the said complex "**REGAL HIDEAWAY**" in Candolim village as the case may be.
20. On possession of the **SAID VILLA** being given to the **PURCHASERS**, the **PURCHASERS** shall have no claim whatsoever against the **DEVELOPER** in respect of any item of work which may be alleged not to have been carried out or completed. The **DEVELOPER** shall however be liable to rectify all defects if any, which may surface within a period of one year from the date of handing over possession.
21. The **DEVELOPER** shall, transfer in favour of the **PURCHASERS** the **SAID VILLA** alongwith undivided share of the **SAID PROPERTY** mentioned above hereto corresponding/proportionate to the super built up area of the **SAID VILLA** after the **PURCHASERS** have paid all the amounts due as mentioned in **SCHEDULE-IV** in this Agreement and on taking the possession of the **SAID VILLA**.

22. The proportionate share in the land on which the villas are to be constructed and which shall be transferred in favour of the PURCHASERS shall be the indivisible share in the land, which shall not be sought to be divided or partitioned by the PURCHASERS. Consequently all the common facilities i.e swimming pool area, gardens, the open spaces, un-allotted parking spaces and other structures shall continue to be enjoyed in common by all the owners of the villas of **REGAL HIDEAWAY** jointly,. The PURCHASERS shall be liable to contribute their proportionate share towards all the outgoing from the date of taking over the possession of the **SAID VILLA**.
23. The PURCHASERS shall at no time demand partition of their interest in the SAID PROPERTY or the villas constructed thereon, it being agreed that the interest of the PURCHASERS will be indivisible and impartibly with the remaining owners/purchasers of the villas.
24. Without the consent of the DEVELOPER, the PURCHASERS shall have no right to transfer, assign or sell their interest in the **SAID VILLA** till they pay the DEVELOPER all the amounts due in respect of the **SAID VILLA** and take possession of the same as per the terms and conditions of this Agreement.

25. The DEVELOPER shall have the first lien and charge on the right and interest of the PURCHASERS for all the monies that the PURCHASERS is liable to pay in terms of this Agreement.
26. The PURCHASERS shall enroll/join as Members of Association/Society or any legal entity if formed by all the villas owners/occupiers for the maintenance of the complex and the **SAID VILLA**.
27. The PURCHASERS shall co-operate with the other PURCHASERS and with the DEVELOPER for the proper maintenance of the complex – “**REGAL HIDEAWAY**” and the **SAID VILLA** and for that purpose to sign all necessary papers, applications, returns forms and other documents including the MEMORANDUM OF ASSOCIATION and Rules & Regulations as required to join the Association.
28. The DEVELOPER shall provide the PURCHASERS with electricity and water connection to the **SAID VILLA**. However the water meter/supply will be common, to the entire complex.
29. All legal expenses inclusive of stamp duty, registration charges, legal fees and other miscellaneous incidental expenditure in respect of the purchase of the **SAID VILLA** with proportionate undivided share of the **SAID PROPERTY** and execution of the Deed of Sale shall be borne by the PURCHASERS.



30. All disputes which may arise between the parties to this Agreement, whether in relation to the interpretation of the clauses and conditions of this Agreement, and about the performance of these presents or concerning any act or omission of the other party to the disputes, or to any act which ought to be done by the parties in disputes, or, relation to any matter whatsoever concerning this Agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996. This Agreement is subject to the jurisdiction of Mapusa, Bardez, Goa, India.

#### SCHEDULE - I

The property known as " **SEQUERI WADO**" situated in the ward of Sequeira Vaddo, in the Village of Candolim, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, along with the old dilapidated house existing therein, which property is neither registered in the Land Registration Office of Bardez, nor enrolled in the Taluka Revenue Office of Bardez, and is presently surveyed in the Record of Rights under Survey No. 231, Sub-division 8, of the Village of Candolim, admeasuring an area of 1,875 square metres, corresponding to Old Survey No. 497, and is presently bounded as under:

On the East: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim.

On the West: Partly by the property bearing Survey No. 229/2 and partly by the Nullah/Rain Water drain,

On the North: Partly by the property bearing Survey No. 231/6, corresponding to Old Survey No. 489, and partly by the property bearing Survey No. 229/2 of the Village of Candolim, and;

On the South: By the property bearing Survey No. 231/11, corresponding to Old Survey No. 496, of the Village of Candolim,

The VENDORS have represented that vide sale deed dated 14<sup>th</sup> September 2011, registered with the sub – registrar of Bardez, Mapusa Goa under registration no. BRZ-BK-1-05157-2011 dated 03-11-2011, the Vendors have obtain absolute title and possession to the said property.

#### SCHEDULE-II

All that **Villa No. “ \_\_\_\_\_ ”** having a super built up area of approx \_\_\_\_\_ **square meters** alongwith the proportionate /undivided share in the SAID PROPERTY bearing **Survey No.231/8** corresponding to the super built up area of the SAID VILLA including all the incidences, which is part of the Residential Complex “**REGAL HIDEAWAY**”. The SAID PROPERTY admeasuring **1,875 sq mtrs** is situated in Sequeira and falls within the Jurisdiction of Candolim Village Panchayat.

**SCHEDULE-III****Building specifications of the SAID VILLA****(Fixtures, fittings & amenities)**

1. The villa will be of R.C.C frame structure of columns, beams and slabs as per designs and drawings approved by the competent Authorities.
2. External walls will be of laterite stone/blocks. The internal walls will also be of laterite stones/blocks.
3. All doors will be of teak wood doors . All windows will be aluminum.
4. Floor Tiles Will be vitrified tiles.
5. The toilet/bath cubicle will consist of an European commode, a wash basin and a shower. The shower will have hot & cold water mixer tap. The walls of whole toilet/bath will be fully tiled up to ceiling.
6. All internal surfaces will be plastered with cement mortar for strength and durability with neeru finish and painted with oil bound distemper paint.  
The entire external surface will be plastered with two coats of cement mortar with water proofing compound for longevity. The external side of the building will be painted with Acrylic.

7. Electrical wiring will be of top quality discreetly concealed.
8. All plumbing will be CPVC, UPVC, I.S.I pipelines and C.P. fittings.
9. The swimming pool will be provided with a high quality filtration plant.

**SCHEDULE-IV**  
**(MODE OF PAYMENT)**

Sl. No.	%	Amount	Service Tax	Total
1.	10%	Rs.	Rs.	Rs.
2.	10%	Rs.	Rs.	Rs.
3.	10%	Rs.	Rs.	Rs.
4.	15%	Rs.	Rs.	Rs.
5.	15%	Rs.	Rs.	Rs.
6.	15%	Rs.	Rs.	Rs.
7.	20%	Rs.	Rs.	Rs.
8.	5%	Rs.	Rs.	Rs.
<b>Total</b>	<b>100%</b>	<b>Rs.</b>	<b>Rs.</b>	<b>Rs.</b>

IN WITNESS WHEREOF, all the parties herein have signed this agreement for sale on the date herein above written out of their own free will and after fully understanding the contents thereof and in the presence of two attesting witnesses who have signed herein below.

**DEVELOPER :**

\_\_\_\_\_

**Miss. Genisha Gonsalves  
Partner  
REGAL ESTATE DEVELOPERS  
Finger Prints:**

**Left Hand**

**Right Hand**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OWNER :**

\_\_\_\_\_

**Mrs. Theresa Gonsalves  
For self and as POA for  
Mr. Shelley Gonsalves**

**Finger Prints:**

**Left Hand**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Right Hand**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASER :

\_\_\_\_\_

(1)

Finger Prints:

Left Hand

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Right Hand

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER :**

\_\_\_\_\_

(2)

**Finger Prints:**

**Left Hand**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Right Hand**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**WITNESSES**

1) \_\_\_\_\_

2) \_\_\_\_\_