

AGREEMENT FOR CONSTRUCTION CUM SALE

THIS AGREEMENT FOR CONSTRUCTION CUM SALE is executed on this _____ day of _____ of the Year Two Thousand and Eighteen, (___/___/2018) at Mapusa, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa;

BETWEEN

1. ISPRAVA VESTA PVT. LTD., a private limited company, incorporated under the provision of the Companies Act, 1956, and governed under the provisions of the Companies Act, 2013, having its Registered office at First Floor, Impression House, 42A, G. D. Ambekar Marg, Wadala (W), Mumbai - 400031 Registered under No._____, with CIN No. _____, and holding Pan _____ represented herein by it's Authorized Signatory **Mr.** _____, son of Mr. _____, aged about _____ years, _____, _____, Indian National, resident of _____, presently residing at _____, Goa, he having been authorized vide board resolution dated _____ to execute this Agreement hereinafter, for brevity's sake, being referred to as the **"DEVELOPERS"** (which expression shall be deemed to mean and include its successors and permitted assigns wherever the context or meaning shall so require or permit) **OF THE ONE PART;**

AND

- 2. Mr.** _____ S/o _____ ,aged about ____ years, _____, _____, Indian National, holding PAN _____, resident of _____, presently residing at _____, hereinafter, referred to as the **“PURCHASER”** (which expression shall be deemed to mean and include his legal heirs, successors, executors, administrators and assigns wherever the context or meaning shall so require or permit) **OF THE SECOND PART;**

AND

- 3. A) Mr.** _____, S/o _____, aged about ____ years, holding PAN Card No. _____, Indian National, _____, _____, residing at _____,

B) Mr. _____, S/o Mr. _____, aged about ____ years, holding PAN Card No. _____ Indian National, _____, _____, residing at _____, hereinafter collectively referred to as the **“OWNERS”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, successors, executors, administrators and assigns) **OF THE THIRD PART.**

WHEREAS there exists a piece and parcel of land admeasuring 1400.00 sq. mts., of the property known as “GHOGERE” also known as “TOLEMNINGUINIM”, surveyed under Survey No.

155/11, situated at Assagao, within the local limits of Village Panchayat of Assagao, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, which is more particularly described in the Schedule – I, herein below mentioned (hereinafter referred to as “**THE SAID PROPERTY**”).

WHEREAS

AND WHEREAS

AND WHEREAS

AND WHEREAS

AND WHEREAS

AND WHEREAS

AND WHEREAS by virtue of said Deed of Sale dated _____, said Mr. _____ and Mr. _____ became the exclusive and absolute owners of the said Property;

AND WHEREAS upon purchase of the said Property, Mutation Proceedings were adopted and accordingly, the names of said Mr. _____ and Mr. _____, stands recorded in the Occupant column of Form I & XIV, in respect of the said Property bearing Survey No. 155/11 as occupant thereof against mutation entry no.____;

AND WHEREAS the said OWNERS, Mr. _____ and Mr. _____ entered into a Joint Development Agreement on _____, with the Developers **ISPRAVA VESTA PVT. LTD**, for construction of a residential villa on the said Property on terms and conditions more particularly set out therein;

AND WHEREAS as per clause _____ in the said Joint Development Agreement, the Developers are permitted/ entitled to enter into an Agreement for Sale of the said Property and the residential villa to be constructed by the Developers on the said Property and accept such money as the Developers may decide thereto;

AND WHEREAS the Developers herein, have in their capacity as developers prepared detailed plans and layout for construction of a residential villa identified under the name and style as “**ESTATE DE AVEIRO**”, on the said Property, comprising amenities such as swimming pool as permitted under the law and the Developers is awaiting permissions from the authorities for the construction of such residential villa.

AND WHEREAS the Purchaser prior to the execution hereof has perused the title documents regarding the title of the owners and has satisfied himself about the right, title, and interest of the Owners over the said Property.

AND WHEREAS the Purchaser has also inspected and/or otherwise satisfied himself about the development plans, specifications, pricing, details etc. of a proposed residential villa to be constructed on the Said Property which have been provided by the Developers. The abovesaid plans, design and specifications shall however be subject to change which may be required to be made by and / or at the instance of the competent authorities provided however that such changes shall not in any manner affect the area, the location or the general layout of the premises agreed to be purchased by the Purchaser. The Developers shall

notify in writing in advance to the Purchaser any changes that are carried out to the plans, designs or specifications that are required to be made by the competent authorities.

AND WHEREAS the Developers agree to construct, develop and sell to the Purchaser and the Purchaser agrees to purchase:

(a) the said Property consisting of piece and parcel of land admeasuring 1400.00 square meters (One Thousand Four Hundred) known as “GHOGERE” also known as “TOLEMNINGUINIM”, surveyed under Survey No. 155/11, situated at Assagao, within the local limits of Village Panchayat of Assagao, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, which is more particularly described in **Schedule-I**- hereunder written (hereinafter referred to as “**the said Property**”) together with;

(b) a residential villa to be constructed on the Said Property having a built-up area of approximately ____ (_____) square meters (which measurement includes incidence of staircases but excludes balcony and sit-outs, etc.) which is more particularly described in “**Schedule II**” and further such residential villa consisting of the amenities and facilities constructed, developed

and / or provided with the Residential Villa which is more particularly described in **Schedule III** herein under written;

(hereinafter the said Property and the residential villa together with the amenities and facilities as stated above are collectively referred to as **“the Scheduled Property”**).

AND WHEREAS the Developers shall construct and complete the construction of the said residential Villa as provided therein/ install Amenities as per the specifications/ List of Items to be provided in the said residential Villa set out in **“Schedule III”** herein and as per the plan annexed as **“Schedule V”** hereto. The Developers represent and warrant that they shall use high standard, good quality material required for the construction of the said residential Villa and shall not (subject to the exceptions stated herein above) in any manner vary or deviate or differ from the plans annexed hereto;

AND WHEREAS, in consideration for the sale of the said Property together with the said residential Villa and the amenities and facilities stated in this Agreement, the Purchaser shall pay the following amounts to the Developers:

> **Rs. _____/- (Rupees _____ Only);** (which amount excludes all such taxes, & any other taxes/ amounts/ duties/

charges as may be applicable and shall be payable by the Purchaser), towards the Sale Deed/conveyance of the Scheduled Property including all costs towards construction and sale of the said residential Villa (together with the amenities and facilities as set out herein) and further including conveyance of the absolute rights, title and interest in the said Property, which is subject to the terms and conditions hereinafter appearing. The payment of the consideration shall be undertaken in the manner as more particularly set out in “**Schedule IV**” hereto and the Owners acknowledge that all such payments are required to be made by the Purchaser to the Developers solely.

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM
SALE WITNESSETH AND IT IS HEREBY AGREED BY &
BETWEEN THE PARTIES HERETO AS UNDER**

1. The Developers and the Owners, acting jointly and severally, have represented to the Purchaser that the Owners of the said Property have a good, valid, subsisting clear and marketable title over the said Property and the said Property is free from any registered or un-registered encumbrances, mortgages, prior agreements to sell, pending litigation, charges, security interest, development agreements etc. other than the Joint Development Agreement which has been executed in favour of the Developers. The Joint Development Agreement executed between the Owners and the Developers herein is valid and subsisting. The Developers further

represents that the Said Property, as on the date of execution, is meant for residential use. A copy of the letter dated _____ bearing no. _____ issued by the Office of Collector, North Goa District permitting the residential use of the property is enclosed herewith as **Schedule VII**.

2. The Owners and the Developers further represent and warrant that the Developers is in possession of the original title documents in respect of the Said Property and that the same will be handed over to the Purchaser on execution of the sale deed in respect of the Scheduled Property. The Developers shall further simultaneously with the execution of the sale deed in respect of the Scheduled Property handover all original documents including plans, approvals, challans etc. pertaining to the construction and development of the Scheduled Property including occupancy certificate.
3. The Developers and the Owners undertake that pending completion of the sale in terms of this Agreement, neither the Developers nor the Owners shall enter into any agreement of sale in respect of the said Property or any portion constructed thereon and further shall not in any manner create any charge, mortgage, liens, encumbrances on the Property or enter into any arrangement in respect of the Property which adversely affect the rights of the Purchaser to enforce his rights under this Agreement.

4. The Developers shall sell the fully constructed and completed Scheduled Property, to the Purchaser for a consideration of **Rs. _____/- (Rupees _____ Only)** plus all such taxes, & any other taxes/ amounts/ duties/ charges as may be applicable and shall be payable by the Purchaser. It is expressly agreed and understood by and between the parties hereto that the Developers will under no circumstances claim any extra charge for escalation for fluctuation of price of labour rates or any policy increase in deposits charges or duties to the local authorities and the purchase price shall not be subject to any rise or fall of prices of any nature whatsoever. This is the basic and the most fundamental term of this Agreement and the breach hereof shall entitle the Purchaser to reject any such increase in prices and specifically enforce this Agreement or in the alternative the Purchaser may at his discretion terminate this Agreement and claim refund of the amounts paid by the Purchaser forthwith together with interest calculated at the rate of ____% per annum from the date of payment of monies by the Purchaser till date of actual repayment. It is expressly agreed between the Purchaser and the Developers that the Amenities more specifically set out in the Schedule III under clause (A) Inclusions are inclusive in the consideration of Rs. _____/- (Rupees _____ Only).

5. The Purchaser shall as per section 194-IA of the Income Tax Act deduct a sum equivalent to 1% of the total consideration which works out to Rs. _____/- (Rupees _____ Only) as TDS from the total sale consideration and shall deposit the same with the Income Tax Authority.
6. The Purchaser has paid a sum of Rs. _____/- (Rupees _____ Only) plus applicable taxes of Rs _____/- (Rupees _____ Only) less Rs. _____/- (Rupees _____ Only) towards TDS i.e. Total of **Rs _____ /-(Rupees _____ Only)** as per the payment schedule set out in Schedule IV, as advance moneys towards the construction and Sale of the Scheduled Property of which the Developers acknowledges and admits receipt and the Owners confirms the right of the Developers to receive such amounts. The balance purchase price with all applicable taxes shall be paid by the Purchaser at the time of execution and registration of the sale deed in the manner as more particularly set out in Schedule IV of this Agreement.
7. The Developers represents and warrants that it shall periodically provide Architect's certificate and photographs apprising the Purchaser of the construction stage which has been completed.

8. The stamp duty, registration charges and other charges if any applicable at the time of registration of this Agreement, Deed of Conveyance, Transfer Deed, etc., in respect of the Scheduled Property, shall be borne solely by the Purchaser.
9. In the event any Taxes and/or any other Government Duty or Tax is levied on the sale consideration for purchase of the Scheduled Property, the same shall be borne by the Purchaser and the Purchaser hereby agrees and undertakes to pay all such Taxes and Duties. If any such taxes are paid by the Purchaser to the Developers, the Developers agree and undertake to pay such taxes paid by the Purchaser to the appropriate tax authorities and agrees to indemnify the Purchaser and keep them indemnified against all claims or demands that may be made by the Authorities.
10. The Developers represents that they have paid and that they shall pay all taxes, rates, cesses, dues, duties, levies including without limitation, property taxes, municipal taxes, water charges, electricity charges, maintenance charges, rents, assessments and such other charges and outgoings of any nature whatsoever payable in respect of the Scheduled Property, to the Central Government, State Government, Panchayat or any other local body / authority till the date of handing over of the possession of the Scheduled Property to the Purchaser and undertakes to keep the Purchaser indemnified against non-payment thereof and against all

actions, claims, demands, costs, expenses and claims falling due in respect of the Scheduled Property, pertaining to the period prior to the handing over of the possession of the Scheduled Property to the Purchaser whether payable by the Developers or any person(s) claiming through the Developers.

11. The Developers undertake that it shall duly, fully, properly and strictly observe all rules, regulations, terms and conditions stipulated by the local authorities while developing the said residential Villa and constructing the said residential Villa and from time to time procure all statutory permissions required for carrying out the construction work including the compliance of all statutory and other requirements and the Developers shall indemnify and keep fully, effectively and absolutely indemnified the PURCHASER in that behalf.
12. Throughout the duration of construction of the said residential Villa, the Developers will keep the Purchaser informed in writing on a regular basis the status / progress of the construction work.
13. Prior to handing over possession of the Scheduled Property, the Developers shall construct and complete the said construction of the said residential Villa, and development of the Said Property in accordance with the approved plans and specifications, carry out the general and/or common jobs including water supply, water

pipe, electricity connections, drainage, sewerage, paving, compound wall etc. including in particular the whole of civil work, plumbing work, water connections, sanitary work, electrical works etc. in a good workman like manner including all and every job to be done to construct and fully and effectively complete the said residential Villa and obtain Occupancy Certificate from the relevant authorities.

14. The Developers shall complete the construction of the said residential Villa as per the specifications/ list of items to be provided in the said residential Villa mentioned in the “**Schedule III**” hereto and hand over the possession of the Scheduled Property to the Purchaser on or before _____.
15. The Developers and the Owners shall register and execute a sale deed / conveyance deed in favor of the Purchaser simultaneously with the handover of the physical possession of the Schedule Property as per terms of this Agreement.
16. The Developers shall be entitled to a grace period of 3 (Three) months from 31/03/2020 in the event the construction is not completed by the Developers by 31/03/2020 on account of any delay in grant of permission and the Developers shall, not be liable for such delay in completing the said residential Villa and handing over possession of the Scheduled Property by 30/06/2020. The

Parties agree that time is the essence of this Agreement. If in any case the construction and completion of the said Scheduled Property is delayed for no fault of the Developers on account of any or all of the following factors i.e (a) Any force majeure events such as war, civil commotion or act of God or (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court restraining construction of the residential Villa as per the sanctioned/approved plans, then the Developers shall be entitled for extension of time for the proportionate period during which construction was stalled due to these reasons for giving possession of the said Scheduled Property. For the avoidance of doubt it is clarified that any delay in obtaining approvals to the plans or occupancy certificate shall not be treated as a force majeure event.

17. As soon as the Occupancy Certificate, without any qualification, is received by the Developers and the Scheduled Property is ready for occupation, the Developers shall notify the Purchaser of the same in writing. The Developers agree that no notice offering possession shall be provided to the Purchaser without the Developers receiving the Occupancy Certificate from the concerned authority and providing a copy of the same to the Purchaser.
18. Upon completion of construction and development of the residential Villa and the Property and installation of all amenities

and facilities as per this Agreement and receipt of the occupancy certificate, the Developers shall offer possession of the Scheduled Property including the fully furnished residential Villa to the Purchaser. Within a period of 15 calendar days of receipt of the offer of possession, the Purchaser shall inspect the Scheduled Property for any structural defect and provision of the amenities and facilities as set out in Schedule III. In the event no significant structural defects or deficiencies or no significant deviation from the annexed plans and/or defects in other amenities are noticed, the Purchaser shall take possession within 30 calendar days from the date of offer of possession failing which the Purchaser shall be deemed to have taken possession of the Scheduled Property on the 30th (Thirtieth) day of offer of possession as aforesaid, hereinafter referred to as the “The Deemed Date of Possession”, irrespective of whether the Purchaser takes actual physical possession thereof or not. After the Deemed Date of Possession of the said residential Villa, the Purchaser shall hold the possession of the Scheduled Property at its own risks and responsibilities.

19. In the event any significant structural defects or deficiencies or any significant deviation from the annexed plans and/or defects in other amenities are noticed, the Purchaser shall inform the Developers within 15 calendar days from the date of offer of possession by a written reply to the offer. The Architect and/or

Engineer of the Developers shall conduct a fair and unbiased inspection of the Scheduled Property and upon such inspection if no structural defects / deficiencies or a clear deviation from the annexed plans/amenities are found by the Architect and/or Engineer, the Developers shall communicate the same to the Purchaser and the Purchaser shall take possession within a period of 15 calendar days of receipt of the aforementioned communication. The Purchaser shall be deemed to have taken possession of the said Scheduled Property on or after the 15th (Fifteenth) day of aforementioned communication, hereinafter referred to as the “The Deemed Date of Possession”, irrespective of whether the Purchaser takes actual physical possession thereof or not. After the Deemed Date of Possession of the said Scheduled Property, the Purchaser shall hold the possession of the said Scheduled Property solely as to its own risks and responsibilities.

20. After inspection, if the Architect and/or Engineer of the Developer agree that there are any significant structural defects or deficiencies or any significant deviation from annexed plans and/or defects in other amenities are noticed, the Developers shall endeavor to rectify such defects prior to handing over possession. The Developers, after rectification under the terms of this Agreement, shall communicate the same to the Purchaser in writing and the Purchaser shall take possession within a period of

15 calendar days of receipt of the aforementioned communication. The Purchaser shall be deemed to have taken possession of the said Scheduled Property on or after the 15th (Fifteenth) day of aforementioned communication, hereinafter referred to as the “The Deemed Date of Possession”, irrespective of whether the Purchaser takes actual physical possession thereof or not. After the Deemed Date of Possession of the said Scheduled Property, the Purchaser shall hold the possession of the said Scheduled Property solely as to its own risks and responsibilities.

21. If the Developers cannot rectify the defects, the Developers shall communicate the decision to the Purchaser in writing. Upon receipt of such notification, the Purchaser may either opt to take possession of the said Scheduled Property on mutual agreeable terms within 15 calendar days of the communication or shall have the option to require the Developers to refund the entire amount paid under this Agreement together with simple interest calculated @ 15% (Fifteen percent) per annum, calculated on a daily pro-rata basis, from the date of payment of monies by the Purchaser till the date of repayment by the Developers. With this payment, the Purchaser shall have no right, claim or demand of any nature whatsoever against the Developers in respect of the said Scheduled Property and the Developers shall stand discharged from all its obligations under this Agreement and shall be at liberty to dispose

of the said Scheduled Property, to any other person upon such terms and conditions as the Developers deems fit.

22. It is hereby agreed between the Parties that the aforementioned deviations/ structural defects / deficiencies mentioned in clause 18 and clause 19 should be substantial in nature. Clause 16 and clause 17 shall not be applicable for any minor issues.
23. Save as provided herein, if the Developers is not able to give possession of the fully constructed and completed Scheduled Property to the Purchaser within the period specified in this Agreement or within any other date as agreed by the Parties herein in writing, for any reason whatsoever, or if the Developers commit a breach of any of its representations, undertakings or obligations under this Agreement, the Purchaser shall be entitled to serve a notice of termination of this Agreement on the Developers. The Developers, shall within 3 (Three) months from the receipt of the said notice of termination, refund the entire money (including all taxes, dues, duties) paid by the Purchaser to the Developers towards consideration of the said residential Villa and the property, together with simple interest thereon calculated @ 15% (Fifteen percent) per annum, calculated on a daily pro-rata basis, from the date of payment of monies to the Developers till the date of repayment by the Developers. With this payment, the Developers shall stand discharged from all obligations under this Agreement and shall be at liberty to

dispose of the said residential Villa and the property, to any other person upon such terms and conditions as the Developers deems fit. If however, the Purchaser does not exercise his rights of termination, the Developers shall be required to pay interest @15% (Fifteen per cent) per annum. on the amounts deposited by the Purchaser with the Developers from the date that possession was required to be handed over till actual physical possession of Scheduled Property free from all defects are handed over. Such interest shall be paid on a monthly basis.

24. The Purchaser, upon taking possession of the Scheduled Property, shall own and possess the same absolutely and to the exclusion of the original Owners and Developers and any third party claiming through them or otherwise and shall have no claims against the Developers on any account, except the defect liabilities and warranties and any defects in the representations provided with respect to the title or use of the Scheduled Property. The Parties shall undertake a joint inspection and the Parties shall mutually decide and draw a list of complaints and corrections (which complaints and corrections of defects shall be well within the Scope of Work of the Developers), if any, for and within a period of 12 (Twelve) months after taking possession of the said residential Villa. The Developers undertake to rectify such defects free of cost, within the timelines as mutually agreed.

25. Defects in the work in the said residential Villa will cover any and all quality issues such as civil, structural or leakage issues that arise due to the fault of the Developers.
26. After occupation of the Scheduled Property, the Purchaser shall use the Scheduled Property for RESIDENTIAL purpose or for any other purpose as permitted under applicable laws. Further on occupation of the Said Property the Purchaser shall be entitled to name the Scheduled Property in any manner as the Purchaser may deem fit.
27. During the pendency of this Agreement, the PURCHASER without the prior written consent of the Developers shall not let out, sub-let, sell, transfer, assign her/his/ their interests under this Agreement unless the Developers agrees in writing. In the event of any death of the Purchaser during the pendency of this Agreement but prior to execution of a sale deed, the Agreement shall stand automatically assigned to the legal heirs or successors of the Purchaser.
28. In case the electricity meter or any other utility meter is obtained and installed by the Developers before handing over the possession of the said residential Villa, the Purchaser shall be liable to pay the electricity charges or any other utility charges as may be applicable to the Developers from the date of possession or from the Deemed Date of Possession, whichever is earlier.

29. The Developers shall indemnify and keep the Purchaser indemnified from and against any claims for damages or losses suffered or sustained by the Purchaser by reason of any breach of the representations, warranties or other obligations of the Developers or the Owners under this Agreement including costs, charges or expenses incurred or any suits, actions or proceedings instituted or any claims, damages, demands or prejudice caused or that may be taken or made by any public body or authority or by any person or persons whomsoever for anything committed or omitted or done or caused or contemplated or purported or sought to be committed or omitted or done by the Developers for or during the development of the Scheduled Property including the construction of the said residential Villa or by virtue of any violation of the Central/ State or local laws or any other rules or regulations in connection with the development of the Scheduled Property including the construction of the said residential Villa or by virtue of non-payment of any taxes, dues, duties, charges, payments or outgoings in respect of the development of the Scheduled Property including the construction of the said residential Villa, including any taxes paid by the Purchaser to the Developers for payment to the appropriate authorities, but are not paid by the Developers to the appropriate authorities.

30. The Developers shall be obligated to undertake maintenance and upkeep of the Scheduled Property prior to possession or deemed possession by the Purchaser. The Developers shall be responsible for undertaking maintenance of the Scheduled Property at its own cost for a period of 1 year from the date of possession or deemed date of possession as specified in this Agreement which maintenance shall include the services as specified in **SCHEDULE VI**.
31. The Developers shall from time to time duly and fully insure and keep insured the workmen, labourers and others employed at site against all injuries etc. arising out of accidents, fire or otherwise howsoever. Notwithstanding the provisions of any Act, Rule, Regulation in this behalf, it is expressly agreed between the Parties hereto that the Developers shall be fully liable for and shall indemnify the Purchaser against any liability, loss, claim or proceedings whatsoever arising in respect of personal injury to or the death of any person or persons employed or hired by the Developers or any other third party whomsoever arising out of or in the course of or caused by the development of the Scheduled Property including the construction of the said residential Villa. The Purchaser shall not be liable in any manner whatsoever to pay any compensation, penalty, damages in respect of any injury or accident to any workmen or other third parties.

32. Any notices to be given hereunder by either party to the other shall be made in writing and effected either by Registered Post A/D, hand delivery or by electronic mail. Electronic mail will be considered communicated as of notification of a delivery receipt to receiver. Notices sent by registered post will be deemed communicated as of two working days after issuance. Any notice addressed to the Owners and communicated to the Developers as per the methods specified herein will be taken as duly served on the Owners themselves and the Owners hereby confirms the same. Notices shall be addressed as follows:

To DEVELOPERS	To PURCHASER:
Address : First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai - 400031 Email : legal@isprava.com	Address : Email :

33. This Agreement shall be governed by and construed in accordance with the laws of India. All disputes arising between the Purchaser and the Developers shall be referred for arbitration. The venue of arbitration shall be in Mumbai. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-

enactment thereof and shall be final and binding upon all Parties. The language of arbitration shall be in English. The reference shall be made to a single arbitrator to be mutually appointed by both the Parties. For the purpose of this clause, the Developers and the Owners shall be treated as one party and the Purchaser shall be treated as the other Party. If the Parties cannot agree upon the appointment of a single arbitrator within 30 days of invocation of arbitration, the dispute shall be referred to three arbitrators, each Party appointing one arbitrator and the third arbitrator to be appointed by the two arbitrators so appointed by the Parties. The award passed by the sole arbitrator or such arbitral tribunal (consisting of three arbitrators) shall be final and binding on both the Parties.

34. The Possession of the said **Scheduled Property** has not been handed over to the Purchaser and shall be handed over in accordance with the terms of this Agreement and upon the execution of the Deed of Sale.
35. That the Developers/ Owners and the PURCHASER hereby declare that neither the parties nor the original owners of the said Property in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

36. This Agreement For Construction Cum Sale is engrossed/ printed on stamp papers of total value of Rs. _____/- (Rupees _____ Only) which is 2.9% payment of the Stamp Duty that is due and payable on account of the transfer of the Scheduled Property effected by virtue of this Agreement which is the market value i.e. a sum of Rs. _____/- (Rupees _____ Only). All charges are payable by the Purchaser along with all taxes as may be applicable.

SCHEDULE I

(DESCRIPTION OF THE SAID PROPERTY HEREBY SOLD)

ALL THAT piece and parcel of land admeasuring 1400.00 sq. mts., of the property known as “GHOGERE” also known as “TOLEMNINGUINIM”, surveyed under Survey No. 155/11, situated at Assagao, within the local limits of Village Panchayat of Assagao, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, not described in the Land Registration Office but enrolled in the Taluka Revenue Office under No. 1555 and bounded as under:

On or towards the North: by the properties surveyed under Nos.154/35, 154/49 and 154/50;

On or towards the South: by road;

On or towards the East: by the properties surveyed under Survey Nos. 155/16 and 155/12; and

On or towards the West: by the properties surveyed under SurveyNos. 155/10.

(Said property more particularly described hereinabove, for better clearness, are delineated on the plan at **Schedule V** annexed hereto and thereon is shown surrounded by red colored boundary lines.)

SCHEDULE II

(DESCRIPTION OF THE SAID RESIDENTIAL VILLA)

All that “VILLA” identified as “**ESTATE DE AVEIRO**”, to be built on a plot size admeasuring approximately 1400.00 (One Thousand Four Hundred) square meters and built up area of approximately _____ (_____) square meters (including incidence of staircase) comprising of 4 Bedrooms and 1 study/den, living dining, kitchen, balconies, open patio’s, W.C. and bathroom developed on the Schedule-1 Property, situated at Assagao Village, Bardez – Goa, and the property, is shaded in yellow colour, Villa ESTATE DE AVEIRO and accompanying pool demarcated in red colour on the plan annexed in Schedule V hereto

SCHEDULE III

(SPECIFICATIONS/ LIST OF ITEMS TO BE PROVIDED IN THE SAID RESIDENTIAL VILLA)

THE Developers have agreed to provide the said residential Villa as a fully furnished unit. The details/ list of items provided in the said residential Villa are described below. The Purchaser accepts and understands that the items listed herein are subject to market availability.

A. Inclusions:

1. Home having a plot size admeasuring approximately 1400.00 (One Thousand Four Hundred) square meters and built up area of approximately _____ (_____) square meters (including incidence of staircase) comprising of ____ Bedrooms and 1 study/den, living, dining, kitchen, W.C. and bathroom and excluding balconies and sit-outs, terraces.
2. Fully furnished with antiques
3. Custom designed handcrafted flooring
4. Complimentary concierge service
5. Full load diesel generator set
6. White goods
7. Private swimming pool
8. Sprawling lawns, vegetable patch, herb garden
9. Wi-Fi
10. Water connection
11. Optional rental management
12. Well
13. Water harvesting
14. 2 Car Parking Space

B. Exclusions

1. Music System
2. Lift
3. Heated Pool/Pool Heater
4. Oxygen Filtration System for the Pool.

(List of White Goods & Furniture/Furnishings)

SCHDEULE-IV
(MODE OF PAYMENT)

1. Vide Demand Draft No. _____,

Dated: _____ ,

Bank: _____

At the time of execution of

This present Agreement

Rs. _____/-

Goods and Services Tax

Rs. _____/-

Less Tax Deducted at Source

Rs. _____/-

Paid vide Challan No. _____,

Dated: _____

=====

Rs. _____/-

2. On or before execution of Deed of Sale

Rs. _____/-

Plus applicable taxes

SCHDEULE-V

(Plans)

SCHEDULE VI

BROAD LIST OF MAINTENANCE SERVICES

The Developers shall provide the following maintenance services from the date of possession or date of deemed possession, as the case may be:

1. Cleaning of the house including bathrooms, bedrooms, passages, windows, living spaces on a daily basis.
2. Making sure electrical appliances such as air conditioners, gensets, tv, etc. are functional. To be run and checked on a weekly basis.
3. Maintaining of pool.
4. Maintaining of the gardens and landscaping.
5. Provision of toiletries and cleaning material at the cost of the Purchaser.
6. Security.
7. General checking of electrical fittings and bathroom fittings. Replacement of the necessary fittings at the cost of the Purchaser.
8. Servicing of house guests as required by the Clients- i.e. laundry, ironing, room setup including bedding, etc.

Please Note: The Services to be provided shall not include expenses for repairs, household products, AMCs, Electricity bills, Water bills and other running cost.

SCHEDULE VII

[Attach letter for residential use]

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this Agreement on the day, month and year first hereinabove written.

Signed, sealed and delivered by the Developers)
Isprava Vesta Private Limited)
)

Mr. Vishal Laxman Subhedar)
 Authorised Signatory

In the presence of:)
)
)
)

Name: _____

Address: _____)

Signed, sealed and delivered by the Purchaser)

Mr. _____)

In the presence of: _____)

.....)
)
)
)
Name:)
Address:)

Signed, sealed and delivered by the **Owners**)

Mr. _____)

Mr. _____)

In the presence of:)
)
)
)
.....)
(Witness))
Name:)
Address:)