

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made at Mapusa, Bardez, Goa  
on this \_\_\_ day of January of the year Two Thousand and Twenty Two;

**BETWEEN**

M/S. VISION DEMPO HOSPITALITY AND ESTATES PRIVATE LIMITED, a Company incorporated under Part IX of the Companies Act 1956 (No. 1 of 1956) with CIN No. U55101GA2012PTC006932 having PAN Card No. [REDACTED] having its office at Vision House, House No. 179/C-1, Bairo Alto Dos Pilotos, Jose Falcao Road, Panaji, Goa, 403001, herein represented by its Director MRS. BHAKTI RAJESH DEMPO, aged 42 years, wife of Mr. Rajesh Soiru Dempo, married, occupation business, Indian National, authorized by the Board Resolution in the meeting held on 02/07/2021, holding PAN Card No. [REDACTED] Aadhar Card No. [REDACTED], Email Id: [info@visiondempo.com](mailto:info@visiondempo.com), Contact no. 0832-2220242, residing at H.No.21/368/1, Dempo Mansion, Goa University Road, Near Manipal Hospital, Dona Paula, Ilhas, Goa, 403004, hereinafter referred to as the “VENDOR/PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof shall include its legal representatives, successors-in-title, executors, administrators and assigns) of the FIRST PART;

**AND**

(1) MR. .... (PAN .....)  
(Aadhar Card No. ....), aged ... years, son of  
....., married, occupation ..... and his wife,

(2) MRS. .... (PAN ..... ) (Aadhar Card No. ....), aged ... years, daughter of ....., married, occupation ....., both Indian Nationals, residents of ....., hereinafter referred to as the "PURCHASERS/ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof shall include their heirs, legal representatives, executors, administrators successors and assigns) of the SECOND PART.

**AND**

(1) MRS. LINA ROSARIA FRANCISCA VAS E MASCARENHAS (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 85 years, wife of late Michael Reginald Mascarenhas, widow, housewife, (2) MR. HAYDEN XAVIER MASCARENHAS (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 58 years, son of late Michael Reginald Mascarenhas, bachelor, in service, (3) MR. MERVYN SANJAY MASCARENHAS (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 55 years, son of late Michael Reginald Mascarenhas, married, in service and his wife, (4) MRS. NEETA SASTRY alias NEETA MASCARENHAS (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 60 years, daughter of Kameshwar Chavalivenkat Sastry, married, occupation business, all Indian Nationals, residents of 22 Alsid Co-op. Housing Society Ltd., 34 St. Andrew Road, Bandra West, Mumbai-400050, (5) MRS.

HAZEL VEENA MASCARENHAS alias HAZEL VEEN PAREIRA (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 50 years, daughter of late Michael Reginald Mascarenhas, married, in service and her husband, (6) MR. STEVE RAPHAEL STANELY PEREIRA (PAN [REDACTED]) (Aadhar No. [REDACTED]), aged 56 years, son of Aloysus Edward Periera, married, retiree, both Indian Nationals, residents of 10-B, Rajan, Off Carter Road, Bandra West, Mumbai-400050, hereinafter referred to as the “OWNERS/CONFIRMING PARTY” (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, legal representatives, executors, administrators, successors and assigns) of the THIRD PART.

WHEREAS the Director of the VENDOR herein has signed this Agreement as its Authorized Signatory but is represented in the Office of Sub Registrar Bardez by the constituted attorney, MRS. SIDDHI SHANTANU BHONSLE, daughter of late Mr. Deepak Dinkar Phatarpenkar, aged 31 years, in service, married, Indian National, holding PAN Card No. [REDACTED], Aadhaar Card no. [REDACTED] Email Id: [info@visiondempo.com](mailto:info@visiondempo.com), Mobile no. 9823162390, residing at H. No. B-56, Near Cross, Betim, Bardez, Goa, 403101, vide Power of Attorney dated 09/12/2019 executed before the Office of Sub Registrar at Panaji under No. PNJ-POA Register-52-2019 on 09/12/2019 to present the said Agreement.

AND WHEREAS the OWNERS/CONFIRMING PARTY Nos. 1, 2, 4, 5 and 6 herein have been represented by their duly constituted Attorney, the OWNER/CONFIRMING PARTY No. 3 by virtue of Power of Attorney dated 30/08/2021 executed before the Notary, V. R. Himatsingani under Sr. No. 1029/2021 dated 30/08/2021.

AND WHEREAS there exists a part and parcel of land admeasuring 990.00 sq. mts., bearing Survey No. 367/6 of Village Socorro, forming part of the larger property identified as “ZAMBUL GALUM” also known as “ZAMBU GALLUM” (two thirds), which property is described in the Land Registry of Bardez Comarca under No. 50452 at Page 108 of the Book B 106 and enrolled in the Taluka Revenue Office under No. 1711 of the 1<sup>st</sup> Circumscription, situated at Porvorim, within the limits of Village Panchayat Socorro, Taluka Bardez and Registration Sub-District of Bardez, District of North Goa, more particularly described in the Schedule-I hereunder written and hereinafter referred to as the “SAID PROPERTY”.

AND WHEREAS the Said Property originally belonged to Mr. Miguel Antonio Vicente Coelho and his wife Mrs. Maria Basila Periera, who sold the Said Property to the OWNER/CONFIRMING PARTY NO. 1 herein and her deceased husband, late Michael Reginald Mascarenhas, vide a Deed of Sale dated 03/07/1970 registered before

the Sub Registrar of Bardez under Reg. No. 3774 at Pages 337 to 340 of Book No. 1 Volume 41 dated 19/08/1970.

AND WHEREAS Mr. Michael Reginald Mascarenhas also known as Michael Reginaldo Mascarenhas expired on 09/05/2016 and upon his death, a Deed of Succession dated 25/06/2019 has been drawn before the Notary Ex-officio of Bardez at Folio 21V to 23V of Book No. 865 of the Book of Deed of Succession and by virtue of the said Deed of Succession dated 25/06/2019, the OWNERS/CONFIRMING PARTY herein have been declared as the legal heirs/successors of late Michael Reginald Mascarenhas also known as Michael Reginaldo Mascarenhas.

AND WHEREAS the OWNERS/CONFIRMING PARTY as the lawful owners of the said property have entered into an Agreement dated 05/10/2021 for Sale and Development of the said property with the VENDOR/PROMOTER, which Agreement is registered before the Sub Registrar of Bardez under Reg. No. BRZ-1-3506-2021 dated 06/10/2021.

AND WHEREAS by virtue of the said Agreement dated 05/10/2021, the VENDOR/PROMOTER has been empowered to develop the said property on the terms and conditions and for consideration as stipulated in the said Agreement. The VENDOR/PROMOTER has been further empowered to sell to any

prospective purchaser, the residential flats to be constructed in the said property, excluding the three 2BHK residential flats which have been allotted to the OWNERS/CONFIRMING PARTY by way of part consideration in respect of the said property.

AND WHEREAS the SAID PROPERTY has been issued Conversion Sanad by the Additional Collector, North Goa District at Mapusa , bearing No. RB/CNV/BAR/AC-1/35/2015 dated 22/05/2015.

AND WHEREAS the office of the Senior Town Planner, Mapusa, Goa, has issued a Technical Clearance Order bearing No. TPB/1546/SOC/TCP-21/5808 dated 08/12/2021 and has permitted construction of residential building and compound wall in the SAID PROPERTY.

AND WHEREAS the Village Panchayat Socorro has issued a Construction License bearing No. VP/SOC/1585/2021-2022 dated 05/01/2022 and has permitted construction of residential building and Compound Wall in the SAID PROPERTY.

AND WHEREAS the Medical Officer, I/C, Primary Health Centre, Porvorim, Bardez, Goa, has also issued No Objection Certificate dated 04/01/2022 bearing No. PHCP/NOC/2021-22/1951 from the

sanitary point of view for the proposed construction of residential building and Compound Wall in the SAID PROPERTY.

AND WHEREAS the Architect, Mr. Bryan Da Silva, having Reg. No. CA/94/17039 has issued a Estimate for construction of the residential building and Compound Wall in the SAID PROPERTY.

AND WHEREAS the VENDOR/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the VENDOR/PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the VENDOR/PROMOTER has commenced the construction of a proposed residential building and Compound Wall in the SAID PROPERTY which is named as “VISION SERENITY”.

AND WHEREAS the VENDOR/PROMOTER is entitled to sell the residential flats to be constructed in the said building “VISION SERENITY” excluding three 2BHK flats which have been allotted to the OWNERS/CONFIRMING PARTY and accordingly, in respect of



the balance residential flats to enter into Agreement/s with the PURCHASER/ALLOTTEE of the flats, to receive the sale consideration in respect thereof.

AND WHEREAS the VENDOR/PROMOTER have registered the Real Estate Project being laid out on the Project lands with the Authority appointed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (“RERA Act”) and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (“RERA Rules”) with Goa RERA at Registration No. ....

AND WHEREAS the PURCHASERS/ALLOTTEE being desirous of purchasing a residential flat in the said building “VISION SERENITY”, have demanded inspection/information from the VENDOR/PROMOTER and the VENDOR/PROMOTER has granted inspection of the following documents and information to the PURCHASERS/ALLOTTEE and/or the PURCHASERS/ALLOTTEE’s Advocates/Consultants, viz.

- i. All title documents by which the VENDOR/PROMOTER has acquired right title and interest in the Project Lands.

ii. All the approvals and sanctions of all relevant authorities for the development of the Project Lands, including Sanad, Technical Clearance Order, Construction License, NOC from Health Department and such other documents as required under Section 11 of the RERA Act.

iii. Authenticated copy of the layout as approved by Town and Country Planning department.

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iv. All the documents mentioned in the Recitals.

v. Certificate of Title issued by Shri D. P. Agni, Advocate dated 14/01/2022 in respect of the title of the VENDOR/PROMOTER to the Project Lands.

vi. Authenticated copies of Form I & XIV in respect of the Project Lands.

AND WHEREAS the VENDOR/PROMOTER along with OWNERS/CONFIRMING PARTY have obtained necessary permissions from the concerned local authorities as stated hereinabove and are developing the SAID PROPERTY forming the subject matter of registration with Goa RERA in accordance with the approvals obtained by them and shall obtain further approvals from the concerned authorities from time to time as may be required.

AND WHEREAS prior to the execution of this Agreement, the PURCHASERS/ALLOTTEE have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the SAID PROPERTY, made inquiries thereon and is satisfied with respect (i) the title of the OWNERS/CONFIRMING PARTY to the SAID PROPERTY, such title being clear and marketable, (ii) the approvals and permissions obtained till date, (iii) the VENDOR/PROMOTER's entitlement to develop the SAID PROPERTY and (iv) the nature of the rights which the PURCHASERS/ALLOTTEE would obtain to the flat and also the shared rights which they would obtain in the Common Areas, Services, Amenities and Facilities and (v) the right of the VENDOR/PROMOTER to sell the flats; the PURCHASERS/ALLOTTEE hereby undertake not to hereafter raise any objection and/or make any requisition with respect to the title of the VENDOR/PROMOTER to the SAID PROPERTY.

AND WHEREAS the PURCHASERS/ALLOTTEE have prior to the date hereof examined a copy of the Certificate of Registration under the RERA Act and also caused the same to be examined by their Advocates and Planning and Architectural Consultants, and obtained their opinion thereon; the PURCHASERS/ALLOTTEE have also examined all documents and information uploaded by the

VENDOR/PROMOTER on the website of the RERA Authority as required by the RERA Act and the Rules framed under the RERA Act (as applicable to Goa State) and have understood the documents and information in all respects.

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

AND WHEREAS the VENDOR/PROMOTER has agreed to sell to the PURCHASERS/ALLOTTEE and the PURCHASERS/ALLOTTEE have agreed to purchase and acquire from the VENDOR/PROMOTER on ownership basis, a residential flat bearing no. .... admeasuring built up area of ..... sq. mts. (corresponding carpet area being ..... sq. mts.) located on the ..... floor of the said building VISION SERENITY which is being constructed in the SAID PROPERTY which flat is more particularly described in Schedule II hereunder and hereinafter referred to as the SAID FLAT at or for the price more particularly described in Schedule - III hereunder written and upon the terms and conditions mentioned in this Agreement; prior to the execution of these presents

the PURCHASERS/ALLOTTEE have paid to the VENDOR/PROMOTER part payment of the Sale Price as more particularly described in Schedule - III hereunder written and agreed for the SAID FLAT to be sold by the VENDOR/PROMOTER to the PURCHASERS/ALLOTTEE as advance payment (the payment and receipt whereof the VENDOR/PROMOTER does hereby admit and acknowledge).

AND WHEREAS under Section 13 of the RERA Act the VENDOR/PROMOTER is required to execute a written Agreement for Sale of the SAID FLAT with the PURCHASERS/ALLOTTEE, being in fact these presents, and to also register the same under the Registration Act, 1908.

AND WHEREAS In accordance with and subject to the terms and conditions set out in this Agreement, the VENDOR/PROMOTER hereby agree to sell to the PURCHASERS/ALLOTTEE and the PURCHASERS/ALLOTTEE hereby agree to purchase and acquire from the VENDOR/PROMOTER the SAID FLAT.

AND WHEREAS this Agreement shall be subject to the provisions of the RERA Act, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made

there-under and/or by the Authority/Appellate Tribunal from time to time.

NOW THIS AGREEMENT WITNESSETH:-

1. PREMISES :

a) The VENDOR/PROMOTER shall under normal conditions, construct in the said building identified as VISION SERENITY comprising of the said flat bearing no. .... admeasuring built up area of ..... sq. mts. (corresponding carpet area being ..... sq. mts.) located on the ..... floor of the said building VISION SERENITY, described in detail in the Schedule II along with a **stilt car park**; hereinafter written and shall hereinafter be referred to as SAID FLAT.

b) The VENDOR/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASERS/ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR/PROMOTER. If there is any reduction in the carpet area within the defined limit then VENDOR/PROMOTER shall refund the excess money paid by PURCHASERS/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate(Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASERS/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASERS/ALLOTTEES, the VENDOR/PROMOTER shall demand additional amount from the PURCHASERS/ALLOTTEE

as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause1 (a) of this Agreement.

c) The PURCHASERS/ALLOTTEE agree and undertake not to enclose or put any barricades in any manner in respect of allotted stilted car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at their own cost by the PURCHASERS/ALLOTTEE to the satisfaction of the VENDOR/PROMOTER.

## 2. CONSIDERATION:-

a) The PURCHASERS/ALLOTTEE agree to make payment of the sum of Rs. ....../- (Rupees ..... Only) as per the mode of payment specified in Schedule III on or before the dates provided therein, towards the construction of SAID FLAT along with a stilt car park slot.

b) The above said sum of Rs. ....../- (Rupees ..... Only) includes the cost of the Undivided Share of the said property proportionate to the built up area of the SAID FLAT.

c) A sum of Rs. ....../- (Rupees ..... only), being 1% of the total consideration has been paid by the PURCHASERS/ALLOTTEE directly to the Income Tax Department as Tax Deducted at Source (TDS) under Section 194-IA of the Income Tax Act 1961. Such deduction and payment to the Income Tax Department as aforesaid shall be deemed as payment of part consideration under this Agreement.

d) If the PURCHASERS/ALLOTTEE commit default in payment of any of the instalments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the VENDOR/PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The VENDOR/PROMOTER shall, however, on such termination, refund to the PURCHASERS/ALLOTTEE the amounts, if any, which may have till then been paid by the PURCHASERS/ALLOTTEE to the VENDOR/PROMOTER, after forfeiting an EMD component of Rs. ....../- (Rupees ..... Only) (10%) without any further amount by way of interest or otherwise.

e) On termination of this Agreement by the VENDOR/PROMOTER under this clause, they shall be at liberty to allot and dispose off the SAID FLAT to any other person as the VENDOR/PROMOTER deem fit, for such consideration as the VENDOR/PROMOTER may determine and the PURCHASERS/ALLOTTEE shall not be entitled to question this act of the VENDOR/PROMOTER or to claim any amount from the VENDOR/PROMOTER.

f) Without prejudice to the other right of the VENDOR/PROMOTER under this Agreement and/or in law, the PURCHASERS/ALLOTTEE shall be liable to pay to the VENDOR/PROMOTER, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the PURCHASERS/ALLOTTEE under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

g) The VENDOR/PROMOTER shall have a first lien and charge on the SAID FLAT; construction of which is agreed to be financed by the PURCHASERS/ALLOTTEE in respect of any amount payable by the



PURCHASERS/ALLOTTEE to the VENDOR/PROMOTER under the terms and conditions of this agreement.

3. CHANGES:-

Changes or additions or extra items, if required by the PURCHASERS/ALLOTTEE will be accepted at the sole discretion of the VENDOR/PROMOTER, in writing from the PURCHASERS/ALLOTTEE cost of which shall be paid extra by PURCHASERS/ALLOTTEE, in advance and in the manner determined by the VENDOR/PROMOTER in such an event the time limit for handing over the SAID FLAT shall stand revised as decided by the VENDOR/PROMOTER.

4. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

a) The VENDOR/PROMOTER shall abide by the time schedule for completing the project and handing over the Said Flat to the PURCHASERS/ALLOTTEE and the common areas to the association of the PURCHASERS/ALLOTTEE after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASERS/ALLOTTEE have paid all the consideration and other sums due and payable to the VENDOR/PROMOTER as per the agreement. Similarly, the PURCHASERS/ALLOTTEE shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR/PROMOTER.

b) The VENDOR/PROMOTER shall give possession of the SAID FLAT to the PURCHASERS/ALLOTTEE on or before ..... with extension of 12 months. If the VENDOR/PROMOTER fails or neglects to give possession of the SAID FLAT to the PURCHASERS/ALLOTTEE on account of reasons beyond their control and of their agents by the aforesaid date then the

VENDOR/PROMOTER shall be liable on demand to refund to the PURCHASERS/ALLOTTEE the amounts already received by them in respect of the SAID FLAT with interest as specified in the Rules from the date the VENDOR/PROMOTER received the sum till the date the amounts and interest there on is repaid, provided that the VENDOR/PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID FLAT on the aforesaid date, if the completion of building in which the SAID FLAT is to be situated is delayed on account of

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the VENDOR/PROMOTER; or

Strikes or agitation by the workers, employees or labourers of the VENDOR/PROMOTER or the contractors or suppliers; or

Government seizures of the equipment and/or plant of the building

Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

c. Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or

order as may be required in respect of the SAID FLAT for reasons not attributable to the VENDOR/PROMOTER.

d) Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

COVID-19 Pandemic or any other similar Pandemic or Epidemic.

The VENDOR/PROMOTER shall, wherever it is necessary, intimate the authority in this regard.

The VENDOR/PROMOTER shall not be liable to pay any compensation to the PURCHASERS/ALLOTTEE for delay on any account of the above mentioned reasons & or situations or conditions.

e) The VENDOR/PROMOTER shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the PURCHASERS/ALLOTTEE and the PURCHASERS/ALLOTTEE shall, within 30 days from the receipt of the notice, take delivery of the SAID FLAT. The VENDOR/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance of this Agreement and shall not be responsible in any manner whatsoever, if the PURCHASERS/ALLOTTEE delay in taking delivery of the SAID FLAT.

f) Failure to take possession of the SAID FLAT will not exonerate the PURCHASERS/ALLOTTEE from their liability to pay the outgoing such as Panchayat taxes, Maintenance amount etc. as mentioned in clause 11 (b) from the date of occupancy.

g) The PURCHASERS/ALLOTTEE shall use the SAID FLAT only for the purpose of residence. They shall use the garage or parking space only for purpose of keeping or parking one four wheeler. The PURCHASERS/ALLOTTEE shall not carry out any acts or activities which are obnoxious, anti-social, illegal prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the adjoining Co-Owners in the said Complex, to store and/or use dangerous or illegal substances.

h) The PURCHASERS/ALLOTTEE shall from the date of possession, maintain the SAID FLAT the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. The PURCHASERS/ALLOTTEE along with other PURCHASERS/ALLOTTEE in the said complex shall provide of their own water supply at their own cost with the assistance of builder till such time that the PWD water supply is made available to the said building.

i) The PURCHASERS/ALLOTTEE shall not let, sub-let, sell, transfer, assign or part with the interest under or benefit of the Agreement or part with delivery of the SAID FLAT until all the dues payable by them to the VENDOR/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASERS/ALLOTTEE have not been guilty of breach or non-observance of any of the terms and/or conditions of this

Agreement and until they obtain the previous consent in writing of the VENDOR/PROMOTER.

5. DEFECTS:-

a) If within a period of five years from the date of handing Over the SAID FLAT to the PURCHASERS/ALLOTTEE, the PURCHASERS/ALLOTTEE bring to the notice of the VENDOR/PROMOTER any structural defect in the SAID FLAT or the building in which the SAID FLAT is situated or any defects on account of workmanship, quality or provision of service, then, (excluding wear and tear and misuse) wherever possible such defects (unless caused by or attributable to the PURCHASERS/ALLOTTEE) shall be rectified by the VENDOR/PROMOTER at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS/ALLOTTEE shall be entitled to receive from the VENDOR/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASERS/ALLOTTEE carry out any work within the SAID FLAT after taking possession and has made internal/external changes on the unit or in the materials used therein, resulting in cracks and dampness or any other defect within or to the adjoining SAID FLAT/s, then in such an event the VENDOR/PROMOTER shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. Similarly the VENDOR/PROMOTER shall not be responsible for colour/size variations in paintings, flooring tiles, glazed tiles, any natural stones, like marble, granite any sanitary fittings, etc.

b) In case of further sale of the SAID FLAT (whether such sale is after one year or within one year) by the PURCHASERS/ALLOTTEE after taking delivery/possession of the SAID FLAT by the

PURCHASERS/ALLOTTEE, the VENDOR/PROMOTER shall not be liable for any claim of defect.

6) OUTGOINGS:-

a) Infrastructure tax of built up area, or any development/ betterment charges GST or deposits if demanded by or to be paid to the Village Panchayat Socorro any other Competent Authority incidental to the SAID FLAT shall be payable by the PURCHASERS/ALLOTTEE in the manner to be determined by the VENDOR/PROMOTER. The PURCHASERS/ALLOTTEE agree to pay to the VENDOR/PROMOTER within seven days of demand, such share of the PURCHASERS/ALLOTTEE of such charges or deposit.

b) Any levy or tax of any nature, including but not limited to VAT (value Added Tax), Sales Tax and GST, but excluding GST on the purchase price of the said flat if levied or becomes payable by the VENDOR/PROMOTER or on the project **VISION SERENITY** or on individual Flats in **VISION SERENITY** including the SAID FLAT, shall be borne by the PURCHASERS/ALLOTTEE and accordingly, the amount of consideration mentioned on clause 2 above, shall stand increased to that extent. The amount so to be borne by the PURCHASERS/ALLOTTEE shall be paid by the PURCHASERS/ALLOTTEE within 07 days of the intimation by the VENDOR/PROMOTER, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto the PURCHASERS/ALLOTTEE or its possession handed over to the PURCHASERS/ALLOTTEE.

c) Any taxes, charges or outgoings levied by the Village Panchayat Socorro or any other Competent Authority exclusively pertaining to the SAID FLAT shall be borne by the PURCHASERS/ALLOTTEE, from the date of Occupancy Certificate, irrespective of whether the

PURCHASERS/ALLOTTEE have taken the possession of the SAID FLAT or not.

d) The PURCHASERS/ALLOTTEE have agreed to pay to the VENDOR/PROMOTER, the following amount, at or before taking possession of the SAID FLAT:

- Rs. 50,000/- (Rupees Fifty Thousand only) towards Society Maintenance Deposit of as applicable towards the same.
- Infrastructure Tax & Labour Cess at Rs. 440/sq.mtr plus GST prevailing rate as specified by Government.
- Rs. 7,500/- for formation and registration of the Society.
- Rs. 510/- (Rupees Five Hundred And Ten Only) for Membership fees for registration of Entity
- Rs. 30,000/- (Rupees Thirty Thousand Only ) towards Electricity & Water Meter charges.
- Rs. 75,000/- (Rupees Seventy Five Thousand Only) plus GST towards Annual Maintenance charges

#### 7. VARIATIONS IN PLANS:-

a. It is hereby agreed that the VENDOR/PROMOTER shall be entitled and are hereby permitted to make such variation and alterations in the building plans or in the layout/elevation of the building including relocating the open spaces/all structures/ buildings/garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require. It is further agreed that the VENDOR/PROMOTER shall be entitled to sub divide the SAID PROPERTY into smaller portions or to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to form such subdivided portions of the SAID PROPERTY, if any. If and when construction comes up in such properties adjoining the

SAID PROPERTY, the same shall, at the discretion of the VENDOR/PROMOTER, either from part of **VISION SERENITY** or shall be a distinct project not connected with **VISION SERENITY**. The PURCHASERS/ALLOTTEE hereby give their express consent to the above and it shall be considered as consent in writing of the PURCHASERS/ALLOTTEE required by law.

b. All plans for the said **VISION SERENITY** have been prepared and approval(s)/construction licence(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the VENDOR/PROMOTER is expressly entitled to revise the plans/ approvals(s)/ construction licence (s) based on actual site conditions, which shall be constructed as final for all purposes.

c. In the event the VENDOR/PROMOTER is required to permit the owner/s of any of the adjoining property/properties, the use of any portion of the SAID PROPERTY by way of right of way or by way of right of use, the VENDOR/PROMOTER shall be free to do so, provided such use is permitted without the transfer of ownership over the area so permitted and that the F.A.R (floor area ratio) corresponding to the area so given, shall ensure exclusively to the benefit of the VENDOR/PROMOTER i.e. for the purpose of the built up area of **VISION SERENITY**.

d. The VENDOR/PROMOTER shall be entitled to unilaterally revise the plans and/or specifications relating to (i) The exterior of **VISION SERENITY** (ii) All common structures/ areas/ amenities in and around **VISION SERENITY** including adding/ modifying/ deleting/ relocating any such structures /areas /amenities till the final submission of plans for approval and grant of occupancy certificate.

#### 8. FORMATION OF ENTITY:



a. The **VENDOR/PROMOTER** shall assist the **PURCHASERS/ALLOTTEE** of the said building of **VISION SERENITY** in forming a Maintenance Housing Society for maintaining the SAID building.

b. On the intimation of **VENDOR/PROMOTER** the **PURCHASERS/ALLOTTEE** along with other **PURCHASERS/ALLOTTEE** of the Said building **VISION SERENITY** shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the Maintenance Housing Society.

c. The **VENDOR/PROMOTER** shall form Maintenance Housing Society of all the **PURCHASERS/ALLOTTEE** of the said building after its completion and the **PURCHASERS/ALLOTTEE** of the building shall be co-opted as members of the same Society as may be mutually decided by the **VENDOR/PROMOTER**.

d. The **PURCHASERS/ALLOTTEE** and the persons to whom SAID FLAT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the said Society from time to time and shall also be governed by the laws which may be applicable to the Society.

e. The **PURCHASERS/ALLOTTEE** hereby agree and undertake to be a member of the Society to be formed in the manner herein appearing and also from time to time sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the Society and return to the **VENDOR/PROMOTER** the same within 10(ten) days of the same being

intimated by the VENDOR/PROMOTER to the PURCHASERS/ALLOTTEE.

f. No objection shall be taken by the PURCHASERS/ALLOTTEE if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by the VENDOR/PROMOTER or by any competent authority.

g. The PURCHASERS/ALLOTTEE shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the VENDOR/PROMOTER and of the other PURCHASERS/ALLOTTEES in **VISION SERENITY**.

h. The VENDOR/PROMOTER shall be in absolute control of those flats in **VISION SERENITY**, which remains unsold. Should the VENDOR/PROMOTER decide to retain any portion in **VISION SERENITY** it shall join the Society along with the other PURCHASERS/ALLOTTEE.

i. All papers pertaining to the formation of the Society and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance shall be prepared by the VENDOR/PROMOTER or by the Advocate of the VENDOR/PROMOTER.

j. All costs, charges, expenses, etc., including registration and any other expenses in connection with the formation of the Society shall be borne by the PURCHASERS/ALLOTTEE and the other PURCHASERS/ALLOTTEE in such proportion as may be decided by the VENDOR/PROMOTER and/or the ENTITY.

9) TRANSFER:-

a. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the SAID FLAT or of the said Property or any part thereof.

b. Upon obtaining Occupancy Certificate the VENDOR/PROMOTER shall execute/get executed the Conveyance of the SAID FLAT along with undivided proportionate Share of land at the cost of the PURCHASERS/ALLOTTEE in the names of various FLAT HOLDERS or the Society to be formed.

c. The VENDOR/PROMOTER shall convey unto the PURCHASERS/ALLOTTEE the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which **VISION SERENITY** is constructed, proportionate to the built up area of the SAID FLAT unto the PURCHASERS/ALLOTTEE or the Society to be formed, in such manner, as may be determined by the VENDOR/PROMOTER.

d. All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the PURCHASERS/ALLOTTEE and the other flat holders in such proportion as may be decided by the VENDOR/PROMOTER and/or the ENTITY.

10. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:

a. It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of **VISION SERENITY** is exclusively that of the PURCHASERS/ALLOTTEE (including the

PURCHASERS/ALLOTTEE herein) of various units in **VISION SERENITY** and/or of the ENTITY.

b. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASERS/ALLOTTEE have requested the VENDOR/PROMOTER to act on her behalf for the purpose of meeting the following expenditure concerning common amenities, by setting of such expenditure against the interest or notional interest referred to in clause 9(d) or 9(e) above:

- (i) Common water charges;
- (ii) Common electricity charges;
- (iii) Remuneration of attendants and watchman;
- (iv) Consumables for upkeep;
- (v) Such other amount as may be decided by the VENDOR/PROMOTER at their sole discretion.

c. The period of interim arrangement referred to above, shall be for a maximum period of 1 year from the date the occupancy certificates for **VISION SERENITY** are obtained, unless extended at the sole discretion of the VENDOR/PROMOTER.

d. It is clearly agreed and understood by the PURCHASERS/ALLOTTEE that the VENDOR/PROMOTER's responsibility during the above period shall be the payment of the above expenses only and the VENDOR/PROMOTER shall not be responsible for any accidents or thefts occurring within the precincts of **VISION SERENITY**.

#### 11. USE OF CERTAIN FACILITIES:

The PURCHASERS/ALLOTTEE in **VISION SERENITY** shall be entitled to use all the amenities and recreational facilities, provided by the VENDOR/PROMOTER. However, such use shall be at the sole responsibility and risk of the PURCHASERS/ALLOTTEE or their family members and they shall abide by the rules and regulation framed by the VENDOR/PROMOTER or the Society for this purpose.

12. GENERAL:-

a. The PURCHASERS/ALLOTTEE confirm having taken inspection, to his full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licenses relating to the SAID FLAT.

The PURCHASERS/ALLOTTEE also confirm having taken physical inspection of the SAID PROPERTY and the plans of the SAID FLAT and satisfied themselves as to its size, area, location and dimensions.

b. Provided it does not in any way affect or prejudice the right of the PURCHASERS/ALLOTTEE in respect of the SAID FLAT the VENDOR/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the said building.

c. The PURCHASERS/ALLOTTEE shall be bound to sign all the papers and documents and do all the things and matters as the VENDOR/PROMOTER may require from them from time to time in this behalf for safeguarding inter alia the interest of the VENDOR/PROMOTER and the PURCHASERS/ALLOTTEE.

d. The PURCHASERS/ALLOTTEE shall, on the date of signing the agreement, notify to the VENDOR/PROMOTER the address where any

letters, reminders, notices, documents, papers etc. are to be served to them.

e. The PURCHASERS/ALLOTTEE shall also, from time to time notify any change in their address to the VENDOR/PROMOTER. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASERS/ALLOTTEE.

f. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS/ALLOTTEE as stipulated in this Agreement, the floor area Ratio presently applicable to the said Property is increased, such increase shall ensure for the benefit of the VENDOR/PROMOTER alone without any rebate to the PURCHASERS/ALLOTTEE.

g. 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/or 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, in relation to any matter whatever concerning this Agreement shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules & Regulations there under.

h. That the rights and the obligations of the parties arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Goa will have the jurisdiction to entertain and try any dispute.

i. The possession of the SAID FLAT has not been handed over to the PURCHASERS/ALLOTTEE as on the date of the execution of this Agreement.

**SCHEDULE – I**  
**(Description of the SAID PROPERTY)**

ALL THAT property admeasuring 990.00 sq. mts., bearing Survey No. 367/6 of Village Socorro, forming part of the larger property identified as “ZAMBUL GALUM” also known as “ZAMBU GALLUM” (two thirds), which property is described in the Land Registry of Bardez Comarca under No. 50452 at Page 108 of the Book B 106 and enrolled in the Taluka Revenue Office under No. 1711 of the 1<sup>st</sup> Circumscription, situated at Porvorim, within the limits of Village Panchayat Socorro, Taluka Bardez and Registration Sub-District of Bardez, District of North Goa in the State of Goa and bounded as under:

On the North : By the property bearing Survey No. 367/1 and 369/3 of Village Socorro.

On the South : By the property bearing Survey No. 367/11 of Village Socorro and Road.

On the East : By the Road.

On the West : By the property bearing Survey No. 369/3 of Village Socorro.

**SCHEDULE -II**

**(Description of the Flat)**

All that residential flat bearing no. .... admeasuring built up area of ..... sq. mts. (corresponding carpet area being .... sq. mts.) located on the .... floor of the said building VISION SERENITY, along with a Stilt car parking slot and together with the undivided proportionate share in the property described in the Schedule I hereinabove mentioned. The SAID FLAT and the car park area is marked in the plan annexed hereto.

**SCHEDULE -III**

**MODE OF PAYMENT**

(SUBJECT TO CLAUSE 2 AND CLAUSE 5 ABOVE)

1. On Booking and signing of this agreement.	10%
2. On Completion of Plinth	10%
3. On Completion of Upper Ground Floor Slab	10%
4. On Completion of First Floor Slab	10%
5. On Completion of Second Floor Slab	10%
6. On Completion of Roof Slab	10%
7. On Completion of Laterite Masonry	10%
8. On Completion of Internal Plaster	10%
9. On Completion of External Plaster	10%
10. On Completion of Tiling	05%
11. On Handover	05%
	=====
<b>Total</b>	<b>Rs. _____/-*</b>

\*GST as applicable



Out of the amount of Rs. ..../- (Rupees ..... Only) of the total consideration, Rs. ..../- (Rupees ..... Only) (10%) shall be the component of the Earnest Money Deposits (EMD) as stipulated in clause 2(b) of the Agreement hereinabove.

The PURCHASERS/ALLOTTEE at their instance and out of their own wish have paid to the VENDOR/PROMOTER, the following consideration amount:

(a) Rs. ..../- (Rupees ..... Only) vide cheque bearing No. .... dated ..... drawn on ..... Bank.

(b) Rs. ..../- (Rupees ..... Only) vide cheque bearing No. .... dated ..... drawn on ..... Bank.

The Balance consideration amount of Rs. .... /- (Rupees ..... only) shall be paid at the time of handing over the possession of the said flat in favour of the PURCHASERS/ALLOTTEE by the VENDOR/PROMOTER.

**MODE OF PAYMENT FOR EXTRA WORKS:**

Extra work if possible will be executed by the VENDOR/PROMOTER only after the amount corresponding to the cost of extra works is agreed to be payable by the PURCHASERS/ALLOTTEE AND THE AMOUNT IS PAID IN ADVANCE. The estimate for the extra work, if any, prepared by the VENDOR/PROMOTER shall be final and binding.

**SCHEDULE-IV**

***(Specifications)***

**The Structure:**

It is a R.C.C framed structure of columns, beams and slabs. The internal partition walls will be laterite/ brick masonry and the external walls will be brick/laterite masonry.

**Plaster:**

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

**Flooring:**

The entire unit except the toilet flooring will be of vitrified tiles or of equivalent tiles (Basic rate of the tiles will be Rs. 400.00 per sq mts) The flooring of the toilet will be finished with anti skid ceramic tiles (Basic rate of the anti skid ceramic tiles is Rs 300.00 per sq mts.) Dado is provided up to full height with glazed tiles (Basic rate of glazed tiles is Rs 300.00 per sq. mts).

#### Doors and Windows:

Main door will have teakwood frames or equivalent and teak shutters or equivalent and the internal door frames shall be of sal/ matti wood or equivalent and FR. P/flush shutters. Windows frames and shutters will be of Powder coated aluminum sliding type or equivalent. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch.

#### Kitchen:

The kitchen will have a cooking platform with black granite top. Stainless steel sinks with single bowl of 45 cms. The Dado above platform and sink is provided with glazed tiles upto 60cm ht. Jaquar, Hindware, Cera or equivalent sink cock will be provided.

#### Internal Décor:

The walls & ceiling will be painted with 2 coats of oil-bounded distemper.

#### External Décor:

External walls will be painted with cement paint.

#### Water Supply:

Water is supplied to every unit through a common overhead tank provided which services all the units with a common electric pump and a common underground sump tank will be provided.

#### Plumbing and Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C of Cera, Hindware or equivalent units will provided with flushing system. The Sanitary installations will be in accordance with Municipal specifications. One shower and one washbasin of Jaquar, Hindware, Cera or equivalent will be provided in each toilet.

#### Electrical Installations:

The electrical wiring will be concealed with Polycab, Anchor, Finolex or equivalent wires & Roma or equivalent switches. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point, one TV Point, one AC point and one plug point. Kitchen will have one light point, one 15 amps point and one 5 amps point. Toilets will have one light point each. Balconies and service verandah if any will have one light point one bell point will be provided.

Elevators:

Elevator of reputed company with a common backup generator will be provided for apartment.

General:

The PURCHASERS/ALLOTTEES shall obtain his/her/their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASERS/ALLOTTEES. The BUILDER /VENDOR /PROMOTER shall only provide the PURCHASERS/ALLOTTEES with the required electrical test report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection.

EXTRA WORKS:

Any additional works desired by the PURCHASERS/ALLOTTEES if permitted by the BUILDER/VENDOR/PROMOTER subject to overall approval of the authorities concerned, if need be, shall further be executed by the BUILDER/VENDOR/PROMOTER and the PURCHASERS/ALLOTTEES shall have to pay additional cost for such extra item work.

OTHER AMENITIES:

The BUILDER/VENDOR/PROMOTER shall provide security, clubhouse, garden in the compounded premises of ..... The PURCHASERS/ALLOTTEES of the Flats in the said complex shall use the other amenities by virtue of his/her having purchased a flat in ..... The outgoing towards the maintenance of the premises and the amenities provided which include salary to staff both security and maintenance, running cost of the amenities provided and the water and electricity charges which would accrue for the common amenities will be paid from the maintenance charges collected for running of ..... from the membership share collected from the members on obtaining occupancy and once the Society is formed the same would be transferred as per the existing rules. The use of OTHER AMMENITIES will be permitted only to the PURCHASERS/ALLOTTEES of the flat and his/her family.

IN WITNESS WHEREOF the Parties hereto hereunto set and subscribed their respective hands the day, month and year first hereinabove.

SIGNED AND DELIVERED  
by the within named  
VENDOR/PROMOTER  
M/S. VISION DEMPO HOSPITALITY  
AND ESTATES PRIVATE LIMITED,  
represented by its Director  
MRS. BHAKTI RAJESH DEMPO

\_\_\_\_\_

(LEFT HAND)

(RIGHT HAND)

SIGNED AND DELIVERED

by the within named

PURCHASER/ALLOTTEE

(1) .....

\_\_\_\_\_

(LEFT HAND)

(RIGHT HAND)

SIGNED AND DELIVERED  
by the within named  
PURCHASER/ALLOTTEE  
(2) .....

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(LEFT HAND)

(RIGHT HAND)

SIGNED AND DELIVERED  
by the within named  
OWNER/CONFIRMING PARTY NO. 3  
MR. MERVYN SANJAY MASCAARENHAS  
For self and as duly constituted Attorney of  
OWNERS/CONFIRMING PARTY  
NOS. 1, 2, 4, 5 AND 6

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(LEFT HAND)

(RIGHT HAND)

In the presence of:

1.

2.