

DRAFT FOR DISCUSSION ONLY.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Mapusa, Bardez, Goa, on the ... day of September 2016.

BETWEEN

M/S.KRISS REAL ESTATE LLP, a limited liability partnership incorporated under limited liability partnership Act, 2008 having its registered office at 61, Chamiers Road, R.A.Puram, Chennai-600018, represented herein by its designated partner MR.MADHAV SATTANATHAN, Son of Mr.V.Sattanathan 38 years of age, Assessed to Income Tax under Permanent Account Number (PAN) no.AANFK7894D, having Adhar card no._____, email Id_____, mobile no._____ resident of _____ and MR._____ (other partners detail)

hereinafter collectively referred to as the VENDORS (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners of the said firm for the time being, their heirs, successors-in-title, legal representatives and assigns) of the FIRST PART.

AND .

Mr/Mrs /Ms....., Son/daughter of , age years , ... , residing at

..... and Assessed to Income Tax under Permanent Account Number (PAN) having Adhar card no._____, email Id_____, mobile no._____ resident of _____. (hereinafter referred to as 'THE PURCHASER/S') (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns, and in the case of a partnership firm the partners for time being thereof, the survivors or last survivor of them and the heirs, executors, and administrators of last survivor of them and his/her/their/its permitted assigns, and in the case of the Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such PURCHASER including his/her/their/its successors in interest) of the SECOND PART.

All the parties to this Agreement are Indian Nationals.

AND WHEREAS the VENDORS vide Deed of Sale dated 26th day of March 2014 duly registered with the Sub Registrar of Bardez under registration No.BRZ-BK1-01603-2014, CD No.BRZD 664 on 10-04-2014 have purchased all that properties bearing survey no.327/2 admeasuring an area of 2650sq.mtrs and 327/4 admeasuring an area of 450sq.mtrs, of Village Panchyat of Siolim. The said survey no. survey no.327/2 admeasuring an area of 2650sq.mtrs and survey no. 327/4 admeasuring an area of 450sq.mtrs shall hereinafter collectively referred to as

the **SAID PROPERTY No.1** for the sake of brevity and more particularly described in the Schedule I hereinafter written.

AND WHEREAS the SAID PROPERTY No.1 originally belonged to Pascoal Joao Gomes and his wife Blanche Mildred Da Cunha Gomes;

AND WHEREAS the 'Registo do Agremensor' with respect to the property under old survey no 145 shows the names of Blanch Mildred Da Cunha Gomes, widow of late Pascoal Joao Gomes and their children viz. Marian Gomes da Cunha Gonsalves, Antonio da Cunha Gomes, Luduvico da Cunha Gomes, Graciredo da Cunha Gomes, Heteria Rodrigues and Lindoforo da Gomes.

AND WHEREAS, on the demise of the said Pascoal Joao Gomes and his wife Blanche Mildred Da Cunha Gomes, inventory proceedings were initiated by their son Lindoforo Da Cunha Gomes;

AND WHEREAS by order dated 3 August, 1958, in the inventory proceedings amongst majors initiated on the demise of the said late Pascoal Joao Gomes and his wife Blanche Mildred Da Cunha Gomes, SAID PROPERTY No.1 described under no. 13661 was allotted to Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes;

AND WHEREAS; subsequent to the said order dated 8th August, 1985, the name of Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes was

inscribed in the inscription bearing number 39538 of book G43 at folios 25 and the said inscription no 39538 corresponds to description no 13661 of Book B35 (new) at Folio 150;

AND WHEREAS, THE Pre promulgated Revenue Records in Form III, and Form 9 with respect to SAID PROPERTY No.1 stood in the name of Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes and subsequently in the Form I & XIV the name of Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes was shown as the occupant of **SAID PROPERTY No.1**;

AND WHEREAS, the said Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes died intestate on 01.04.1990 leaving behind Filomena Rosario D'Souza, as his widow and half-sharer moiety holder and 5 children namely Mrs Geracina Gomes, Mr. Charles Cajetan Gomes, Mr. Odilon De Souza Gomes, Mrs Maggie Maria Joanna D'Souza, Mr. Venifriedo De Souza Gomes, Mrs Joyce De Souza Gomes, Mr. Joel de Souza Gomes, Mrs Francisca Gomes and Mr. Elmiro De Souza Gomes entitled to succeed to his estate.

AND WHEREAS, by deed of succession dated 10th March 1999, in the Notorial Book No 788 at pages 51 onwards drawn before the office of the notary, ex-officio, judicial division of Bardez at Ansabhat Mapusa, executed on the demise of the said Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes, the said Filomena Rosario D'Souza was declared as a half-share moiety holder and the Mrs

Geracina Gomes, Mr. Charles Cajetan Gomes, Mr. Odilon De Souza Gomes, Mrs Maggie Maria Joanna D'Souza, Mr. Venifriedo De Souza Gomes, Mrs Joyce De Souza Gomes, Mr. Joel de Souza Gomes, Mrs Francisca Gomes and Mr. Elmiro De Souza Gomes, were declared as the sole and universal heirs in the estate of late Lindorfo Joao Bazilio Matias Vitor Leticiano Da Cunha Gomes or Lindorfo Da Cunha Gomes.

AND WHEREAS; pursuant to the execution of the said Deed of Succession the names of Filomena Rosario D'Souza, Mrs Geracina Gomes, Mr. Odilon De Souza Gomes, Mr. Venifriedo De Souza Gomes, Mr. Joel de Souza Gomes and Mr. Elmiro De Souza Gomes were recorded in the occupants column of Form I & XIV pertaining to SAID PROPERTY No.1 .

AND WHEREAS the said persons above named sold the said property to the present VENDORS vide Deed of Sale dated 26th day of March 2014 and the present vendors are the absolute owners in possession of SAID PROPERTY No.1.

AND WHEREAS vide another Deed of Sale dated 25th April 2014 under Registration No. BRZ-BK-1-02004-2014, CD Number BRZD670 on 6-05-2014, the VENDORS herein have purchased also purchased all that property known as "VADDICHEM BATTA" admeasuring an area of 1,050sq.mtrs and surveyed under survey no.327/1 of Village Siolim, situated within the jurisdiction of Village Panchayat of Marna Siolim, DCistrict North Goa, State of Goa, the property shall hereinafter referred to as the **SAID PROPERTY No.2** for the sake of brevity and more

particularly described in the Schedule II hereinafter written.

AND WHEREAS the said property originally belonged to late Maria Artemizia Florintina De Noronha and her husband late Nicolau Jose Oliver by virtue of Deed of Sale dated 20th February 1884.

AND WHEREAS Maria Artemizia Florintina De Noronha and her husband late Nicolau Jose Oliver expired on 3rd October 1917 and 11th April 1913 respectively.

AND WHEREAS at the time of Portuguese Cadastral survey conducted in the State of Goa during the year 1935 to 1940 that is at column 6 of Registo Agrimensor corresponds to old cadastral no.144, the names of the Maria Ubeldina Oliveira, Antonio Sebastiao Oliveira, Florintina De Noronha, Jose Felipe Oliveira and Pedro Paul Oliver who are the children's of Maria Artemizia Florintina De Noronha and her husband late Nicolau Jose Oliver, were recorded as the owners in possession of the SAID PROPERTY NO.2.

AND WHEREAS by virtue of the will dated 20th September 1952 Maria Ubeldina Oliveira bequeathed all her right over the SAID PROPERTY NO.2 to her brothers Jose Felipe Oliveira and Pedro Paul Oliver.

AND WHEREAS Maria Ubeldina Oliveira died on 18-11-1958 as a spinster and upon her demise her 1/4th share in the SAID PROPERTY NO.2 is inherited by her brothers Jose Felipe

Oliveira and Pedro Paul Oliver, each brother inheriting $1/8^{\text{th}}$ share in the SAID PROPERTY NO.2.

AND WHEREAS Jose Felipe Oliveira and Pedro Paul Oliver each become the owner of $3/8^{\text{th}}$ share in the SAID PROPERTY NO.2.

AND WHEREAS by virtue of the will dated 21st May 1954, the said Pedro Paul Oliver bequeathed his properties including $3/8^{\text{th}}$ share in the SAID PROPERTY NO.2 to in favor of Antonio Jose Francisco dos Milagres Oliveira.

AND WHEREAS the said Pedro Paul Oliver died bachelor on 28th May 1976 and upon his demise Antonio Jose Francisco dos Milagres Oliveira has inherited his uncles $3/8^{\text{th}}$ share in the SAID PROPERTY NO.2.

AND WHEREAS Jose Felipe Oliveira was married to Eliza Oliveira E Costa Frias, both expired leaving behind Filomena Oliveira E Faleiro married to Roque Faleiro and Florentina Oliveira e Pinto married to Remo e pinto as their sole and universal heirs .

AND WHEREAS inventory proceeding were initiated upon demise of Maria Artemizia Florintina De Noronha and her husband late Nicolau Jose Oliver in the Court of Civil Judge Junior Division at Mapusa being Inv.No.507/13/E and the SAID PROPERTY NO.2 was taken as item no.1.

AND WHEREAS by virtue of the order dated 21st March 2014 in Inv.No.507/13/E the SAID PROPERTY NO.2 was allotted to Antonio Jose Francisco dos Milagres Oliveira and his wife Maria Zemica Quadros E Oliveira.

AND WHEREAS the said Antonio Jose Francisco dos Milagres Oliveira and his wife Maria Zemica Quadros E Oliveira have sold the SAID PROPERTY NO.2 to the present VENDORS.

AND WHEREAS after purchase of both the SAID PROPERTY NO.1 and SAID PROPERTY NO.2, the VENDORS proposed to construct 4 residential villas therein under name and style "SI-OUL" situated in SAID PROPERTY NO.1 and SAID PROPERTY NO.2, the SAID PROPERTY NO.1 and SAID PROPERTY NO.2 shall hereinafter collectively referred to as the SAID PROPERTY for the sake of brevity and more particularly described in the SCHEDULE III hereinafter written.

AND WHEREAS the VENDORS have obtained the CONVERSION SANAD dt.23-02-2015 under Ref.no.RB/CNV/BAR/AC-I/65/2004 for Survey No. 327/4 and Survey No.327/1& 2 and all other requisite permissions for the development of the SAID PROPERTY.

AND WHEREAS the VENDORS after the approval of the said Bungalow by the Town and Country Planning Department has also obtain the construction license from the Village Panchayat of Marna Siolim Under construction license No._____.

AND WHEREAS the VENDORS have formulated a scheme for development of the SAID PROPERTY whereby persons interested in owning/holding Bungalow can purchase undivided share in the SAID PROPERTY along with the Bungalow identified as "EARTH", "MOON", and "SUN" from the VENDORS.

AND WHEREAS in the circumstances aforesaid, the VENDORS are absolutely seized and well and sufficiently entitled to SAID PROPERTY with full right and authority to deal with, develop and disposed off the Bungalow to be constructed on the SAID PROPERTY to the prospective PURCHASERS.

AND WHEREAS the Purchaser has demanded from the VENDORS and the VENDORS have given inspection to the Purchaser of all the documents of title relating to the SAID PROPERTY, the relevant orders, and the approved plans, designs and specifications prepared by the VENDORS and the Architects and all other documents.

AND WHEREAS the Purchaser has expressly agreed and declared that Purchaser has accepted the title of the VENDORS to the SAID PROPERTY as clear and marketable

AND WHEREAS the VENDORS will be entering into separate Agreement for Sale with prospective purchasers of Bungalow.

AND WHEREAS before execution hereof, the PURCHASER have visited and inspected the entire SAID PROPERTY and

familiarize himself /herself/themselves with scheme of
development of the of the SAID PROPERTY.

AND WHEREAS in the premises aforesaid, the Purchaser/s
have/has approached the VENDORS and requested them to sell
him/her/it/them the Bungalow situated in "SI-OUL", to be
indentified as admeasuring about sq. mtrs. of
super built up area of project under name and style "SI-
OUL", corresponding to the undivided share in the SAID
PROPERTY, which Bungalow is described in detail in Schedule
No. IV hereafter written and shall hereinafter be referred to
as the SAID EARTH/SUN/MOON BUNGALOW, for the sake of brevity.

The VENDORS have agreed to sell the SAID EARTH/SUN/MOON
BUNGALOW to the PURCHASER for a consideration of Rs.
...../- (Rupees Only) which consideration
includes Rs...../- (Rupees
.....Only) towards the cost of the corresponding
undivided share in the land, subject to the further terms and
conditions hereafter appearing.

The PURCHASER have agreed to pay the above said sum of
Rs./- (Rupees Only) and the other
incidental amounts in the manner stipulated herein and
have also agreed to abide by the other terms and
conditions stipulated hereafter.

The VENDORS have handed over all the necessary documents
as required to be handed over under the provisions of law

free of cost to the Purchaser/s prior hereto and SAID EARTH/SUN/MOON BUNGALOW Purchaser/s does/do hereby confirm the same.

Relying upon the various declarations contained in the Agreement by the Purchaser/s, the VENDORS have agreed to sell to the Purchaser/s the SAID EARTH/SUN/MOON BUNGALOW at the price and on the Terms and Conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:

- a) The VENDORS agree to sell to the PURCHASER, and the PURCHASER agree to purchase from the VENDORS, the SAID EARTH/SUN/MOON BUNGALOW admeasuring about sq. mtrs. of super built up area situated in the project "SI-OUL" , which SAID EARTH/SUN/MOON BUNGALOW is described in detail in Schedule No. IV, hereafter written and shown delineated in red boundary line on the plan annexed hereto.
- b) In consideration of the purchase of the SAID EARTH/SUN/MOON BUNGALOW, the PURCHASER agree to pay to the VENDORS, a sum of Rs./- (Rupees Only), as per the mode of payment specified in Schedule No. V on or before the dates provided therein.

Additionally, all taxes (whether applicable/payable now or become applicable/payable in future) including Service tax or any other levies that may be levied by govt before handing over the villas, shall be borne and paid by the Purchaser alone and the VENDORS shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

c) The abovesaid sum of Rs./- (Rupees Only) includes the cost of the incidence of land proportionate to the super built up area of the SAID EARTH/SUN/MOON BUNGALOW.

d) If the PURCHASER commit default in payment of any of the installments aforesaid on their respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the VENDORS shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of thirty days. The termination shall become effective from the date of completion of the Notice period of 30 days. The VENDORS shall, however, on such termination ,shall be entitled to forfeit 15% (fifteen per cent) of the total consideration payable under this agreement for the said Bungalow, and will refund to the Purchaser(s) the amount received in excess thereof from him but without interest, and on such refund, they shall be entitled to sell and dispose of the said premises to any other person of their choice, and the

Purchaser(s) shall not be entitled to raise any objection to the same and this agreement (and related documents) shall be deemed to stand cancelled. Further, in such event, this agreement shall act as a Power of Attorney on behalf of the Purchaser(s) to the VENDORS to register 'Deed of Cancellation' with regards to this agreement with the Sub-registrar and other related authorities.

- e) On the VENDORS terminating this Agreement under this clause, the VENDORS shall be at liberty to allot and dispose off the SAID EARTH/SUN/MOON BUNGALOW to any other person as the VENDORS deem fit, for such consideration as the VENDORS may determine and the PURCHASER shall not be entitled to question this act of the VENDORS or to claim any amount from the VENDORS.
- f) Without prejudice to the VENDORS other rights under this Agreement and/or in law, the PURCHASER shall be liable to pay to the VENDORS, interest at the rate of 24% per annum, compounded monthly, on all amounts due and payable by the PURCHASER under this Agreement, if any such amount remains unpaid for ten days or more after becoming due.
- g) The VENDORS shall have a first lien and charge on the SAID EARTH/SUN/MOON BUNGALOW, agreed to be sold to the PURCHASER/S, in respect of any amount payable by the PURCHASER/S to the VENDORS under the terms and conditions of this Agreement.

- h) The VENDORS on completion of the SAID EARTH/SUN/MOON BUNGALOW and after obtaining the Occupancy Certificate from the Competent Authorities, shall hand over its delivery to the PURCHASER; PROVIDED, all the amounts due and payable by the PURCHASER under this agreement are paid by the PURCHASER to the VENDORS.
- i) The VENDORS shall, upon receipt of the requisite Occupancy Certificate, intimate the same to the PURCHASER and the PURCHASER shall, within 15 days from the receipt of the notice, take delivery of the SAID EARTH/SUN/MOON BUNGALOW.
- j) Failure to take delivery of the SAID EARTH/SUN/MOON BUNGALOW will not exonerate the PURCHASER from their liability to pay the outgoings such as Panchayat Taxes, etc. from the date of the Occupancy Certificate.
- k) From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID EARTH/SUN/MOON BUNGALOW) in "SI-OUL" shall be of the respective PURCHASER and the responsibility/liability with respect to the common amenities of "SI-OUL" and looking after the upkeep thereof shall be solely that of the respective PURCHASER.

1) The VENDORS, upon giving the intimation as stated above, shall be deemed to have completed the SAID EARTH/SUN/MOON BUNGALOW in accordance of this agreement and shall not be responsible in any manner whatsoever, if the PURCHASER delay in taking delivery of the SAID EARTH/SUN/MOON BUNGALOW.

2. The VENDORS shall not incur any liability if they are unable to deliver the SAID EARTH/SUN/MOON BUNGALOW by the date stipulated in above mentioned Clause, if the completion of the scheme is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God, or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any court/forum and/or any other public or competent authority or for any other reason beyond the control of VENDORS and in any of the aforesaid events, the VENDORS shall be entitled to reasonable additional extension of time for delivery of the SAID EARTH/SUN/MOON BUNGALOW.

3. If for reasons other than the ones stipulated hereinabove, the VENDORS are unable to or fail to give delivery of the SAID EARTH/SUN/MOON BUNGALOW to the PURCHASER within the date specified in abovementioned clause or within any further date or dates agreed to by

and between the parties hereto, then and in such case, the PURCHASER shall be at option to give notice to the VENDORS terminating this Agreement, in which event, the VENDORS shall, within 30 days from the receipt of such notice, refund to the PURCHASER the amounts, if any, that may have been received by the VENDORS from the PURCHASER in respect of the SAID EARTH/SUN/MOON BUNGALOW without interest.

4. The VENDORS shall pay to the PURCHASER a sum of Rs.50,000/- (Rupees Fifty Thousand Only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the SAID VILLA or arising out of this Agreement and the VENDORS shall be at liberty to allot, sell and dispose off the SAID EARTH/SUN/MOON BUNGALOW to any other person for such consideration and upon such terms and conditions as the VENDORS may deem fit.

5. The PURCHASER shall use the SAID EARTH/SUN/MOON BUNGALOW only for the purpose of residence. The PURCHASER shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause nuisance or inconvenience to the other premises owners in the said "SI-OU".

6. The PURCHASER shall, from the date of possession, maintain the SAID EARTH/SUN/MOON BUNGALOW, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID EARTH/SUN/MOON BUNGALOW 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.
7. The PURCHASER shall not let, sub-let, sell, transfer, assign or part with interest under or benefit of this agreement or part with delivery of the SAID EARTH/SUN/MOON BUNGALOW until all the dues payable to the VENDORS under this agreement are fully paid up.
8. The Purchaser(s) has/have represented to the VENDORS that he/they is/are qualified to acquire the said premises and that in case of a company, have taken the necessary corporate sanctions for the acquisition thereof;
9. The Purchaser(s) has/have represented to the VENDORS that he/they has/have taken inspection of the documents including the original and the sanctioned plans and other documents specified under the law and agreed to acquire the SAID EARTH/SUN/MOON BUNGALOW with notice of the same; and

10. The Purchaser(s) has/have represented to the VENDORS he/they has/have prior to the execution hereof perused the Certificate on Title to the SAID PROPERTY and the other documents and papers disclosed by the VENDORS, and satisfied himself/themselves about the title to the said property and/or right of the VENDORS to construct on the said property and sell Bungalow therein and has/ have agreed not to raise any requisitions or objections to the same.

11. Upon the PURCHASER taking delivery of the SAID EARTH/SUN/MOON BUNGALOW, they shall have no claim against the VENDORS in respect of any item of work in the SAID EARTH/SUN/MOON BUNGALOW, which may be alleged not to have been carried out or completed.

12. Infrastructure Tax as actual and presently charged @ Rs. 100/- per sq. mtrs. of super built up area of the SAID EARTH/SUN/MOON BUNGALOW If any, or any development/betterment charges or deposits if demanded by or to be paid to the Village Panchayat/Municipal Council or any other competent Authority shall be payable by all the SAID EARTH/SUN/MOON BUNGALOW holders of the said "SI-OU", in such proportion as may be determined by the VENDORS. The PURCHASER agrees to pay to the VENDORS within 7 days of demand, such proportionate share of the PURCHASER of such charges or deposit

13. Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Sales Tax and Service Tax, if levied or becomes payable by the VENDORS or on the project "SI-OUL" or on individual SAID EARTH/SUN/MOON BUNGALOW including the SAID EARTH/SUN/MOON BUNGALOW, shall be borne by the PURCHASER and accordingly, the amount of consideration mentioned in clause hereinabove above, shall stand increased to that extent. The amount so to be borne by the PURCHASER shall be paid by the PURCHASER within 15 days of the intimation by the VENDORS, notwithstanding the fact that the SAID EARTH/SUN/MOON BUNGALOW, at that point of time, may have already been transferred unto the PURCHASER or its possession handed over to the PURCHASER.

14. Any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the SAID EARTH/SUN/MOON BUNGALOW shall be borne by the PURCHASER, from the date of Occupancy Certificate, irrespective of whether the PURCHASER have taken the possession of the SAID EARTH/SUN/MOON BUNGALOW or not.

15. All plans for the said SAID EARTH/SUN/MOON BUNGALOW have been prepared and approval(s)/construction license(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 VENDORS are expressly entitled to revise the plans/ approval(s)/construction license(s) based on

actual site conditions, which shall be construed as final for all purposes.

16. The VENDORS shall assist the PURCHASER and the other SAID EARTH/SUN/MOON BUNGALOW Holders in forming a Co-operative Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PROPERTY and/or SAID EARTH/SUN/MOON BUNGALOW.

17. It shall be entirely at the discretion of the VENDORS to decide whether the SAID EARTH/SUN/MOON BUNGALOW holders should form a Co-operative Society, a Limited Company, an Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

18. When the VENDORS take a decision in this matter, the PURCHASER and other premises holders of SAID EARTH/SUN/MOON BUNGALOW shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the ENTITY.

19. and for the conveyance of the SAID PROPERTY and/or UMIYA SEASCAPE ROW VILLAS in the name of the ENTITY.

20. The PURCHASER and the persons to whom the SAID ROW VILLA 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 ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

21.The PURCHASER hereby agree and undertake to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the VENDORS the same within 10 days of the same being intimated by the BUILDERS AND THE DEVELOPERS to the PURCHASER.

22.The VENDORS shall be in absolute control of those Bungalow in SAID "SI-OUL", which remain/s unsold. Should the VENDORS decide to retain any portion in UMIYA SEASCAPE ROW VILLAS, they shall join the ENTITY along with the other premises holders.

23.The VENDORS shall repair or remedy any construction defects, if found (due to the negligence of the builder or due to substandard work) within 12 months from the date of possession of the SAID EARTH/SUN/MOON BUNGALOW.

24.All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary Deed/s of Conveyance shall be prepared by

the VENDORS AND THE VENDORS or by the Advocate of the VENDORS.

25. All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the PURCHASER and the other Bungalow holders in such proportion as may be decided by the VENDORS.

26. Upon completion of the SAID EARTH/SUN/MOON BUNGALOW, the VENDORS shall convey/get conveyed the SAID EARTH/SUN/MOON BUNGALOW along with proportionate share in the SAID PROPERTY in favor of the PURCHASER and shall execute a deed of sale in favor of PURCHASER.

27. 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 PURCHASER. The PURCHASER shall pay their share towards such expenditure in advance that is at the time of taking possession of the SAID EARTH/SUN/MOON BUNGALOW.

28. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the

PURCHASER have requested the VENDORS to act on their behalf for the purpose of meeting the following expenditure concerning common amenities and such expenditures shall be equally shared by the PURCHASERS of SAID EARTH/SUN/MOON BUNGALOW. common amenities

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

29. The period of interim arrangement referred to above, shall be for a maximum period of 1 year from the date the Occupancy Certificates for all the SAID EARTH/SUN/MOON BUNGALOW are obtained, unless extended at the sole discretion of the VENDORS.

30. It is clearly agreed and understood by the PURCHASER that the VENDORS responsibility during the above period shall be the payment of the above expenses only and the VENDORS shall not be responsible for any accidents or thefts occurring within the precincts of "SI-OUL".

31. It is further agreed and understood that the VENDORS shall, at their sole discretion decide to cease to act on behalf of the PURCHASER and discontinue to effect payment

of the items mentioned in sub-clause above, from such date as the VENDORS may deem fit, after giving prior intimation of 30 days.

32.The Purchaser(s) shall, if he/they carry out any renovations inside the premises for the purpose of installation of extra special fittings, fixtures and amenities, do so at his/their own cost and complete the same and it is hereby expressly agreed that in carrying out the aforesaid works, the Purchaser(s) shall engage and appoint a contractor who shall strictly adhere to the sanctioned plans of the external elevation and internal layout of the SAID EARTH/SUN/MOON BUNGALOW as per the plan of the residence annexed hereto and shall comply with the plans and specifications approved by the NGPDA/TCP/Village Panchayat of Marna Siolim.

33.The Purchaser(s) shall not make any changes, alteration, additions and in general any modifications, to / on any external façade / elevation or structural member (beam, column, slab, load bearing wall, RCC or similar) at any time, under any circumstances whatsoever.

34.Any delay or indulgence shown by the VENDORS in enforcing the terms hereof or any forbearance or giving of time by the VENDORS to the Purchaser(s) shall not be construed as waiver on the part of the VENDORS of any breach or non

compliance with any of terms or conditions hereof by the Purchaser(s), nor shall the same in any manner prejudice the VENDORS rights/ in law our hereunder.

35. The Purchaser(s) shall lodge the Original hereof for registration at the concerned Sub-Registry. The VENDORS shall accompany the Purchaser(s) and admit execution hereof.

36. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges, service tax and any present or future taxes as may be applicable including but not limited to and all out-of-pocket costs, charges and expenses on all documents for transfer of the SAID EARTH/SUN/MOON BUNGALOW including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account and the VENDORS shall not be liable to bear and pay any part of the same.

37. The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the VENDORS may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the VENDORS and the PURCHASER.

38. The PURCHASER' address where any letters, reminders, notices, documents, papers etc., are to be served to them shall be as under:

..... ,
..... . . ,
..... ,
..... .

39. The PURCHASER shall also, from time to time notify any change in their address to the VENDORS. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the PURCHASER.

40. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASER as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall enure exclusively for the benefit of the VENDORS alone without any rebate to the PURCHASER.

41. In the event of any dispute or difference arising between the parties hereto in regard to any matter

relating to or connected with this Agreement or the construction as per need apartment, Row House Villa or Villa, the same shall be referred to Arbitration in Accordance with the Arbitration Act and the decision of the Arbitrator shall be final and binding on both the parties; the venue of Arbitration shall only be Goa.

42. At present the possession of the SAID EARTH/SUN/MOON BUNGALOW has not been handed over to the PURCHASER.

SCHEDULE NO. I

(DESCRIPTION OF THE SAID PROPERTY No.1)

SCHEDULE NO. I-A

DESCRIPTION OF THE SAID PROPERTY 327/2.

SCHEDULE NO. I-B

DESCRIPTION OF THE SAID PROPERTY 327/4.

SCHEDULE NO. II

DESCRIPTION OF THE SAID PROPERTY 327/1.

SCHEDULE NO. III.

DESCRIPTION OF THE SAID PROPERTY 327/1,2 and 4.

SCHEDULE NO. IV.

DESCRIPTION OF SAID EARTH/SUN/MOON BUNGALOW.

SCHEDULE NO. V

MODE OF PAYMENT.

ON SIGNING OF AGREEMENT	50%
ON COMPLETION OF EXTERIOR PAINITING	25%
ON POSSESSION	25%

SCHEDULE NO. VI

BUILDING SPECIFICATIONS FOR SAID EARTH/SUN/MOON BUNGALOW

STRUCTURE

RCC structure.

FLOORING AND SKIRTING

Vitrified tiles in Living, Dining, Bedrooms and Balconies,Ceramic Tiles in Utility and Kitchen.(Please Modify accordingly)

DOORS

Main door: Teak wood Frames with Shutters with Brass fittings,
Bedrooms & Kitchen: Hard wood frame flush doors.

Toilet

Hardwood frame and flush doors with coating.

Balconies & utilities

Aluminium / Flush door

WINDOWS

Aluminium

Kitchen

Granite platform, Stainless stain sink, 2 feet dado above
counter, Exhaust fan

Bathrooms

Dado full height, Jaquar or equivalent fitting, White sanitary
ware, Exhaust fan.

Power supply

5 KVA in each Villa, Power back-up by generator, Roma or
equivalent modular switches Fans, Telephone and T.V. points in
Bedrooms and Living room

WATER SUPPLY

Government / Borewell Water

Parking

1 Car park for each Bungalow.

Swimming pool

“Vanishing Edge” styled Swimming pool

Clubhouse

With all modern equipment

Concierge services

Maintenance, Reservations, Transport and general services

Services

24 Hours Security

**IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED THIS
AGREEMENT IN THE DATE, MONTH AND YEAR, HEREINABOVE MENTIONED.**