

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mapusa on this _ day of ____ in the year 2021

BETWEEN

(1). MR. DIWAKAR GUPTA, Son of Shyam G. Gupta, 52 years of age, married, business, Indian National, holder of Adhaar Card bearing No. XXXXXXXXXXXXX, and PAN card bearing No. XXXXXXXXXXXX, and his wife;

(2). MRS. SHWETA GUPTA, D/o _____, 48 years pf age, married, Indian National, holder of Adhaar Card bearing No. XXXXXXXXXXXXX and PAN card bearing No. XXXXXXXXXXXX, both resident of E-2, Epsilon , Yemlur Main road, Bangalore, Yemalur, Karnataka, 560037, hereinafter referred hereinafter called **“THE VENDOR/SELLER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns) **OF THE FIRST PART;**

AND

MR. _____, aged _ years, son of _____, indian national, holder of PAN _____, residing at _____, hereinafter referred to as the PURCHASER (which expression shall unless repugnant to the context or

meaning thereof include his heirs, successors-in-title, legal representatives and assigns, etc.) of the

AND

PN REAL ESTATE DEVELOPERS & BUILDERS, a partnership firm duly registered under the Indian Partnership Act having its office at Near Prime Rose, Vagator, Bardez-Goa, holding **PAN Card no. XXXXXXXXXXXX**, herein represented by its partners:

(1). MR. RAHUL MOHAN NADKARNI, son of Mohan M. Nadkarni, 43 years, married, Indian National, business, resident of B105/6, Devashree Gardens, Porvorim, Bardez-Goa, having **PAN card no. XXXXXXXXXXXX**, **Aadhar Card No. XXXXXXXXXXXXXXXX**.

(2). MR. PUNDALIK DEELIP PALYEKAR, son of Deelip Palyekar, aged 36 years, in business, bachelor, Indian National, holding **PAN Card No. XXXXXXXXXXXX**, **Aadhar Card No. XXXXXXXXXXXXXXXX**, residing at H. No. 257/3B, Dando, Siolim, Bardez-Goa hereinafter referred to as the **“DEVELOPERS”**(which expression shall unless repugnant to the context or meaning thereof include its successors-in-title, administrators, executors and assigns, etc.) of the **THIRD PART;**

WHEREAS there exists a property known as “COSTANCHIBAIM” also known as “BELAVISTA WADO”, surveyed under Survey No. 89/12-B, of Village Sangolda, Taluka, Bardez-Goa, enrolled in

the Taluka Revenue Office under Matriz No. 584 (rural) and 1495 (urban), admeasuring 2954 sq.mts., and situated within the limits of Village Panchayat of Sangolda, and which property shall hereinafter be referred to as the SAID PROPERTY and is more particularly described in Schedule – I hereinbelow.

AND WHEREAS the SAID PROPERTY originally belonged to Francisco Xavier Menezes, who was a bachelor, residing in the Village of Sangolda, Bardez-Goa.

AND WHEREAS in terms of Deed of Sale & Quittance dated 02/11/1963 executed before the Notarial Office of Antonio Jose Joao Francisco Pinto de Menezes at Mapusa, registered at pages 60 of Book No. 645, the said Francisco Xavier Menezes sold the SAID PROPERTY to Mrs. Doroteia Mascrenhas, wife of Timoteo Simplicio Damiao Mascarenhas together with all its rights, tittle and interests.

AND WHEREAS in terms of Deed of Sale & Quittance dated 06/01/1969 executed before the Sub-Registrar of Bardez at Mapusa, bearing Registration No. 2310 of Book I, Volume of 29 at pages 10 to 13 dated 10/01/1969 the SAID PROPERTY was sold by said Mrs. Doroteia Mascrenhas, and her husband Timoteo Simplicio Damiao Mascarenhas to Felix Xavier Mascarenhas.

AND WHEREAS vide Deed of Sale dated 30/10/2007 executed before the Sub-Registrar of Bardez at Mapusa, bearing Registration No. 5353 of Book II, Volume 2335 at pages 105 to 126 dated 02/11/2007, the said Felix Xavier Mascarenhas and his wife Isabela Marcilia Cecilia Sequeira e Mascarenhas sold the SAID PROPERTY to Mr. Arun Sharma.

AND WHEREAS vide Deed of Sale dated 30/10/2007 executed before the Sub-Registrar of Bardez at Mapusa, bearing Registration No. 5353 of Book II, Volume 2335 at pages 105 to 126 dated 02/11/2007, the said Mr. Arun Sharma, sold the SAID PROPERTY to the VENDORS herein.

AND WHEREAS the VENDORS and the DEVELOPERS herein have entered into an AGREEMENT OF SALE-CUM-DEVELOPMENT dated 28/11/2020, executed before Notary Advocate Mr. Gajana K. Korgaonkar registered under No. 3521, dated 28/11/2020, to develop on the SAID PROPERTY a VILLA PROJECT.

AND WHEREAS pursuant to the SAID Agreement of Sale-Cum Development dated 28/11/2020, the DEVELOPERS have obtained the following permissions/approvals in the name of the VENDORS;

- a. Permission/Technical Clearance Order from Town and

Country Planning Department, Mapusa, Bardez-Goa bearing No. TPB/6730/SANG/TCP-21/2623 dated 02/07/2021.

- b. Conversion Sanad bearing No. 4/147/CNV/AC-III/2017/59 dated 19/01/2018 issued by the Office of the Additional Collector-III, North Goa District, Mapusa Goa.
- c. Construction License issued by Village Panchayat of Sangolda, Bardez-Goa, bearing No. 2/VP/SAN/2021-2022/273 dated 13/08/2021.
- d. Provisional NOC from the Directorate Of Health Services, PHC Candolim, bearing No. DHS/2021/DHS0901/00013/24 dated 07/08/2021.

AND WHEREAS the VENDORS and the DEVELOPERS have prepared a scheme for development of some villas in the SAID PROPERTY to be known as “ ADHIRAJ TUSCANY VILLAS”.

AND WHEREAS the PURCHASER after examining the plans of construction, specifications of the villa to be constructed and as well as the title of the VENDORS and the DEVELOPERS to the SAID PROPERTY and on being satisfied with the same has approached the VENDORS and the DEVELOPERS indicating their willingness to purchase the Residential Villa to be constructed thereon identified as Villa No. _ constructed therein having a super built up area of sq. mts.,

which is described in detail in Schedule - II hereinafter written and hereinafter referred to as the SAID VILLA.

AND WHEREAS the VENDORS and the DEVELOPERS have accordingly agreed to sell the SAID VILLA to the PURCHASERS for a consideration of Rs.____/- (Rupees _____only) and subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:

1. PREMISES :

- (a) The VENDORS and the DEVELOPERS shall sell to the PURCHASER, the SAID VILLA identified as Villa No. _ _____to be constructed in accordance with the specifications contained in Schedule -IV hereafter written, which Villa is described in detail in Schedule-II hereafter written to be constructed on the SAID PROPERTY described in Schedule-I which Villa is shown in the plan annexed hereto.
- (b) The VENDORS and the DEVELOPERS shall provide to the PURCHASER car parking as indicated in the plan annexed hereto.

- (c) This Agreement shall not bar or restrict the right of the VENDORS and the DEVELOPERS to construct and sell the remaining VILLAS in the SAID PROPERTY to or for any other person/s at the sole discretion of the VENDORS and the DEVELOPERS.
- (d) The PURCHASERS hereby confirms that they have verified the title of the VENDORS and the DEVELOPERS to the SAID PROPERTY and only on being fully satisfied about such title, the PURCHASERS have entered into this Agreement. The VENDORS and the DEVELOPERS shall at all times allow the inspection of the title documents to the PURCHASERS by making the same available to them at such place as may be intimated by the VENDORS and the DEVELOPERS on receipt of written request from the PURCHASERS. The inspection of documents would not be permissible after taking possession of the SAID VILLA. The original document shall always be the property of the VENDORS and the DEVELOPERS and the PURCHASERS shall be entitled to take only copies of the same at their own cost.

2. CONSIDERATION :

- (a) In consideration, the PURCHASERS agree to pay a sum of Rs. __/- (Rupees _____ only) for the purchase of

the SAID VILLA and agrees to effect the payment to the VENDORS and the DEVELOPERS as per the mode for payment specified in Schedule -IV on or before the dates provided therein, time of payment being the essence of this agreement.

- (b) The above said sum of Rs. ___/- (Rupees ___ only) includes the cost of the SAID VILLA along with-----.

- (c) All the taxes etc. including Service tax, VAT etc. or any other statutory dues like GST that may become applicable hereafter as applicable and payable with regard to the SAID VILLA shall be borne by the PURCHASER.

- (d) Without prejudice to the VENDORS and the DEVELOPERS, the PURCHASER shall be liable to pay to the VENDORS and the DEVELOPERS, interest at the rate of ___% per month compounded monthly, on all amounts due and payable by the PURCHASERS under this Agreement, if any such amount remains unpaid for thirty days or more after becoming due and until the Agreement is terminated by the VENDORS and the DEVELOPERS under sub-clause (e) below.

- (e) If the PURCHASERS commit/s default in payment of any of the installments aforesaid on the respective due dates, and/or in observing and performing any of the

terms and conditions of this Agreement, the VENDORS and the DEVELOPERS shall, without prejudice to the other rights, be at liberty to terminate this agreement by giving a prior written notice of thirty days. The VENDORS and the DEVELOPERS shall however, on such termination, refund to the PURCHASERS the amounts, if any which may have till then been paid by the PURCHASER, after deducting 10% of the amount received plus interest as specified in clause (d) above, without any further amount by way of interest or otherwise.

- (f) On the VENDORS and the DEVELOPERS terminating this Agreement under this clause, the VENDORS and the DEVELOPERS shall be at liberty to SELL off the SAID VILLA i.e. the said Villa No. _ to any other person as the VENDORS and the DEVELOPERS deem fit, for such consideration as the VENDORS and the DEVELOPERS may determine and the PURCHASERS shall not be entitled to question this act of the VENDORS and the DEVELOPERS or to claim any amount from the VENDORS and the DEVELOPERS.
- (g) The VENDORS and the DEVELOPERS shall have a first lien and charge on the SAID VILLA agreed to be purchased by the PURCHASERS in respect of any amount due and payable by the PURCHASERS to the VENDORS and the DEVELOPERS under the terms and

conditions of this Agreement.

3. CHANGES:

- (a) The VENDORS and the DEVELOPERS will not accept any changes or additions to the SAID VILLA in the outer facade.
- (b) Any changes or additions or extra items, if requested by the PURCHASERS shall be accepted at the sole discretion of the VENDORS and the DEVELOPERS, cost of which shall be paid extra by PURCHASERS, in advance & in the manner determined by the VENDORS and the DEVELOPERS. In such an event the time limit for handing over the SAID VILLA shall stand revised as decided by the VENDORS and the DEVELOPERS.

4. POSSESSION, USE AND MAINTENANCE OF THE SAID VILLA;

- (a) Subject to clause 3 above and timely payment of the consideration amount as agreed vide Schedule IV hereinbelow written, the VENDORS and the DEVELOPERS shall deliver the possession of the SAID VILLA to the PURCHASERS on or before____, subject to reasonable time required for completion of legal

formalities.

- (b) The VENDORS and the DEVELOPERS shall, by a notice in writing, intimate to the PURCHASERS and the PURCHASERS shall, within 30 days from the receipt of the notice, take possession of the SAID VILLA, failing which the PURCHASERS shall subject to clause 4 (c) below be deemed to have taken possession of the SAID VILLA on the 30th day from the receipt of the notice.

- (c) If for reasons other than the ones stipulated hereinabove, the VENDORS and the DEVELOPERS are unable to or fail to give possession of the SAID VILLA to the PURCHASERS within the date specified in clause 4(a) above, or clause 4(b) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASERS may give notice to the VENDORS and the DEVELOPERS terminating the Agreement, in which event, the VENDORS and the DEVELOPERS shall within thirty days from the receipt of such notice refund to the PURCHASERS the amounts if any, that may have been received by the VENDORS and the DEVELOPERS from the PURCHASERS in respect of the SAID VILLA or arising out of this Agreement. In addition the PURCHASERS shall be entitled to claim simple interest @ 12% per annum on each amount

paid under Schedule IV hereof by him to the VENDORS and the DEVELOPERS from the date of payment made by the PURCHASERS for the delayed possession. In the event of such termination and until such repayments of all such amounts including interest is made, the VENDORS and the DEVELOPERS shall have no right to allot and dispose off the SAID VILLA to any other person for such considerations and upon such terms and considerations as the VENDORS and the DEVELOPERS may deem fit. Apart from this, the PURCHASERS shall have no other claim or right or action against the VENDORS and the DEVELOPERS for the delayed possession. In the event of termination of this agreement, the VENDORS and the DEVELOPERS shall be at liberty to allot and dispose off the SAID VILLA to any other person for such consideration and upon such terms and conditions as the VENDORS and the DEVELOPERS may deem fit.

- (d) The VENDORS and the DEVELOPERS shall not incur any liability if they are unable to deliver possession of the SAID VILLA within the period stipulated in clauses hereinabove if the completion of the scheme is delayed by reason of non-availability of steel and / or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God, Pandemic, or if non-delivery of possession as a result of any notice, order, rule or notification of the

Government and / or any other public or competent authorities or for any other reason beyond the control of the VENDORS and the DEVELOPERS and in any of the aforesaid events the VENDORS and the DEVELOPERS shall be entitled to reasonable extension of time for delivery of possession of the SAID VILLA.

- (e) The PURCHASERS shall use the SAID VILLA for the purpose of residence only. The PURCHASERS is strictly prohibited to use the SAID VILLA for running the business of (a) Bar, Restaurant or Fast Food Centre, (b) Road Transport Company, (c) Any business or profession which involves visits of many persons to the premises. The PURCHASERS hereby gives their express consent to the same.

- (f) The PURCHASERS shall from the date of possession, maintain the SAID VILLA, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or cause to be done any structural changes or break any part of structure or do or suffer to be done anything in or to the SAID VILLA 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 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.

- (g) The PURCHASERS shall permit the VENDORS and the DEVELOPERS and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID VILLA or any part thereof to view and examine the state and condition thereof and the PURCHASERS shall make good, within three months of the VENDORS and the DEVELOPERS giving a notice in writing to the PURCHASER, all defects, decay and wants of repair, and also for the purpose of repairing any part of the said property and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purposes contemplated by this Agreement.

- (h) The PURCHASERS shall not park any heavy or light heavy vehicles like truck, bus, tempo, etc. within the compound of the SAID PROPERTY.

5. DEFECTS :

- (a) Upon the PURCHASERS taking possession of the SAID

VILLA, they shall have no claim against the VENDORS and the DEVELOPERS in respect of any item of work in the SAID VILLA which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the VENDORS and the DEVELOPERS shall not be responsible for natural cracks developed in wood, colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

- (b) Subject to (a) above, any other defect noticed within one year of the possession and attributable to the VENDORS and the DEVELOPERS, shall be rectified by the VENDORS and the DEVELOPERS forthwith at its own cost.

6 OUTGOINGS :

- (a) Infrastructure Tax plus any development/ betterment charges or deposits if demanded by or to be paid to the Panchayat or any other competent Authority for the purpose of sanctioning the plans and/or issuing the commencement certificate and/or occupation certificate and/or building completion certificate and for giving water connection and electricity connection

to the SAID VILLA or SAID PROPERTY shall be payable by the PURCHASERS and the other premises holders of the SAID PROPERTY in the manner determined by the VENDORS and the DEVELOPERS. The PURCHASERS agrees to pay to the VENDORS and the DEVELOPERS within seven days of demand, such charges or deposit.

(b) Any taxes, charges or outgoings levied by the Panchayat or any other competent authority and share of maintenance charges exclusively pertaining to the SAID VILLA shall be borne by the PURCHASERS, from the date of taking possession, irrespective of whether the PURCHASERS has taken the actual possession of the SAID VILLA or not as specified in clause 4(b).

7. VARIATIONS IN PLANS :

(a) It is hereby agreed that the VENDORS and the DEVELOPERS shall be entitled, and are hereby permitted to make such variations and alterations in the above plan or in the layout/elevation of the Villa including relocating all structures/buildings/ and/or varying the location of the access to the Villa, as the exigencies of the situation and the circumstances of

the case may require. This provision shall be considered as consent, if any, in writing of the PURCHASERS required by law. The PURCHASERS hereby specifically authorizes and / or consents for the sub-division of the said property into two or more as may be deemed fit and proper by the VENDORS and the DEVELOPERS in their exclusive discretion without assigning any reason whatsoever.

- (b) In the event, on account of change in plans or for any other reasons, the area of the SAID VILLA is increased, the PURCHASERS shall be liable to pay to the VENDORS and the DEVELOPERS for the extra area, calculated at the rate as agreed in this Agreement. Similarly if the super built up area of the SAID VILLA is decreased, the VENDORS and the DEVELOPERS shall be liable to refund to the PURCHASERS the amount corresponding to the differential area calculated at the rate as agreed in this Agreement.

8. FORMATION OF ENTITY:

- (a) The VENDORS and the DEVELOPERS shall assist the PURCHASERS and the other premises holders in the SAID PROPERTY in forming of an Association of Persons or such other entity for the SAID VILLA if deemed necessary by all the PURCHASERS of Premises

in the SAID PROPERTY.

- (b) It shall be entirely at the discretion of the VENDORS and the DEVELOPERS to decide whether to form an Association of Persons or any other entity (hereinafter referred to as the `ENTITY'). However it is not the obligation of the VENDORS and the DEVELOPERS to form an Association of Persons or any other Entity.
- (c) The PURCHASERS and the persons to whom the SAID 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.
- (d) The PURCHASERS hereby agrees and undertakes to be a member of the ENTITY 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 and the DEVELOPERS the same within 10 (ten) days of the same being intimated by the VENDORS and the DEVELOPERS to the PURCHASERS.

- (e) No objection shall be taken by the PURCHASERS if any changes or modifications are made in the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority.
- (f) The PURCHASERS 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 VENDORS and the DEVELOPERS and of the other premises holders in the SAID PROPERTY.
- (g) In the event the ENTITY is formed and/or registered before the completion of development of the SAID PROPERTY, the ENTITY and the PURCHASERS together with other premises holders shall be subject to the overall authority and control of the VENDORS and the DEVELOPERS in respect of any matter concerning the SAID VILLA, or the SAID PROPERTY or this Agreement.
- (h) The VENDORS and the DEVELOPERS shall be in absolute control of those premises in the SAID PROPERTY which are not agreed to be sold and/or sold to any p the VENDORS and the DEVELOPERS the VENDORS and the DEVELOPERS decide to retain any portion in the SAID PROPERTY they shall join the ENTITY along with the other premises holders.

- (i) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the Advocate of the VENDORS and the DEVELOPERS.
- (j) All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/deeds of Conveyance or for the formation of the ENTITY shall be borne by the PURCHASERS in such proportion as may be decided by the VENDORS and the DEVELOPERS and/or the ENTITY.
- (k) In case no Entity is formed for any reason whatsoever, the VENDORS and the DEVELOPERS shall convey the SAID VILLA by duly executed Sale Deed of Conveyance. However, the entire cost of conveyance like stamp duty, registration fees, and other costs and lawyers fees for drafting of the Sale Deed shall be borne & spent by the PURCHASERS.

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 VILLA or of the SAID PROPERTY or any part thereof.

- (b) The PURCHASERS is aware and agrees that the SAID VILLA forms a part of the SAID PROPERTY.

10. DEPOSIT FOR COMMON EXPENDITURE AND MONTHLY CONTRIBUTION FOR MAINTENANCE EXPENSES:

- (a) The PURCHASERS agrees to pay to the VENDORS and the DEVELOPERS :

(i) By way of non refundable maintenance deposit, Rs._____-/- (Rupees_____only) to be paid at the time of taking possession.

- (ii) Monthly contribution as determined by the VENDORS and the DEVELOPERS towards maintenance of the SAID PROPERTY and to meet the expenditure pertaining to common electricity, water charges, cleaning of common areas, security charges, garbage collection and disposal, minor electrical and minor plumbing repairs, cleaning and such other common expenses as the VENDORS and the DEVELOPERS may decide.

- (b) If the VENDORS and the DEVELOPERS are of the opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of the SAID PROPERTY, the VENDORS and the DEVELOPERS are authorized to increase the aforesaid deposit or monthly charges from time to time with prior intimation to the PURCHASER and the PURCHASER shall be bound to pay the revised amounts from the effective date mentioned in such intimation. Once an Entity is formed the same shall be subject to the overall authority and control of the Entity.
- (c) the VENDORS and the DEVELOPERS may carry out the management and maintenance work of the SAID PROPERTY by themselves or by engaging any other agency of their choice for carrying out the said work which the PURCHASER does not object.

11. GENERAL :

- a) Provided it does not in any way affect or prejudice the right of the PURCHASER in respect of the SAID VILLA, the VENDORS and the DEVELOPERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY but subject to the condition that the Transferee confirms in writing to be bound by this Agreement by substituting himself in the place of the VENDORS and the DEVELOPERS.

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

- c) The PURCHASER shall on the date of signing the agreement notify to the VENDORS and the DEVELOPERS the address where any letters, reminders, notices, documents, papers etc. are to be served to it. The PURCHASER shall also, from time to time notify any change in its address to the VENDORS

and the DEVELOPERS. 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 PURCHASER.

- d) The PURCHASER hereby gives his express consent to the VENDORS and the DEVELOPERS to raise any loans against the said PROPERTY and to mortgage the same with any bank or banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the VENDORS and the DEVELOPERS at their expenses before the SAID VILLA is handed over to the PURCHASER.
- e) The PURCHASER agrees that the common areas and facilities referred in this Agreement are the common areas and facilities within the said property and it shall not cover any areas outside such property.
- f) The PURCHASER is aware and agrees that the services to be provided or to be arranged and to be operated by the VENDORS and the DEVELOPERS in any portion of the SAID PROPERTY or Villas shall not be the facility provided or agreed to be provided to the PURCHASER and that all such facilities the PURCHASER could be availed at cost. The VENDORS and the DEVELOPERS shall frame separate Rules and Regulations for all the

PURCHASERS to follow in order to make use of services etc.

- 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, 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 whatsoever concerning this Agreement shall be referred to arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.
- h) This Agreement is subject to the jurisdiction of Court in Goa, India only.
- i) The possession of the SAID VILLA shall be given to the PURCHASER only after making the full payment of the final consideration as agreed under this agreement to the VENDORS and the DEVELOPERS.
- j) The Possession of the SAID VILLA is not given by this Agreement.

k) The PURCHASER, shall be bound to and hereby agrees to equal contribution of maintenance of roads, sewers, open spaces and all other common facilities and services made available in the said scheme.

The Parties hereby declare that the property in transaction does not belong to the person of Schedule Castes and Schedule Tribe pursuant to the Notification bearing No. RD/LND/LRC/318/77 dated 21st August 1978 and Circular No. 16/4/2011-RD dated 06/06/2011, issued by the Government of Goa.

SCHEDULE - I

DESCRIPTION OF THE LARGER PROPERTY

ALL that property known as "COSTANCHIBAIM" also known as "BELAVISTA WADO", surveyed under Survey No. 89/12-B, of Village Sangolda, Taluka, Bardez-Goa, enrolled in the Taluka Revenue Office under Matriz No. 584 (rural) and 1495 (urban), admeasuring 2954 sq.mts., and situated within the limits of Village Panchayat of Sangolda, and bounded as under;

EAST; By property surveyed under Survey No. 89/18,

WEST; By property surveyed under Survey No.89/19,

NORTH; By property surveyed under Survey No.89/12,
SOUTH; By nullah & culvert,

SCHEDULE -II
DESCRIPTION OF THE SAID VILLA

All that SAID VILLA identified as _____
and the Residential Villa No. _ constructed therein having
a super built up area of_____sq. mts. as per
specifications described in Schedule-IV hereinafter.

SCHEDULE - III

MODE OF PAYMENT OF CONSIDERATION

SCHEDULE-IV
SPECIFICATIONS OF THE SAID VILLA

IN WITNESS WHEREOF the parties hereto
have set their hands on the day, the year and
place first hereinabove mentioned.

SIGNED AND DELIVERED

By the within named by the

VENDOR NO. 1

SIGNED AND DELIVERED

By _____ the
withinnamed
PURCHASER

MR

In the presence
of: 1.
2.