

AGREEMENT FOR SALE

This Agreement for Sale is executed at Mapusa, Bardez Goa on this day of
in the year Two Thousand and Twenty (/ /2020)

BETWEEN

EXPANSE ESTATES PVT. LTD., a Company incorporated under The Companies Act having its registered Office at 606 A and B, Dempo Trade Centre, EDC Commercial Complex, Patto, Panaji – Goa registered under no. U70200GA2015PTC007706 in the Office of Registrar of Companies at Panaji holding holding PAN Card no. [REDACTED], represented by its Director **Mr. SHRAJU MOHAMMED KADER**, Son of Cherkala Mohammed Abdul Khadar, aged 42 years, Married, in business, Indian National, Resident of H.No 2/304 Orchid Avenue, Babu Nagar Ribandar, Tiswadi, North Goa, Goa – 403006 holding PAN Card No. [REDACTED], and Aadhaar No. [REDACTED] as authorized by the resolution of the Board of Directors dated 01/02/2020 hereinafter referred to as the “**DEVELOPER/VENDOR**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, successors, legal representatives and assigns).

AND

_____ hereinafter referred to as the “**PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and/or assigns), of the OTHER PART.

AND WHEREAS, There exists Part and parcel of agricultural land known as "Rama Zoixeachem Bata" Or "Rama Zoixeachem Bhat" or Rama Zoixeachem XIR", consisting of 2 plots situated at Parish of Socorro, Taluka and Sub- District of Bardez, North Goa, District in the State of Goa, described in the Land Registration Office of Bardez under No. 9083 at folio 20 of B-24 New but is enrolled in the Taluka Revenue Office under Matriz Nos. 467, 521 and 54, hereinafter referred to as the "Said Larger Property". Plot No. 1 Bounded as under:

On the East : By Cros of Zavedo, On the West : By Hill of Comunidade of Serula,
On the North: By Property of one A. Fernandes, On the South: By property of the heirs of Vicent Pinto.

Plot No. 2 Bounded as under:

On the East: By Nalah of Rain Water,
On the West: By Property of one A. Fernandes
On the North: By property of Caeto Fransisco Henrique
On the South By property of Vicent Pinto.

AND WHEREAS, It is seen that originally said larger property belonged to Vitorino Salvador de Sousa and Come Caetano Eusebio Ludgero Aleluia de Sousa and Neponencena Candida Esmeralda de Sousa (all unmarried).

AND WHEREAS, Vide a Deed of Sale, Discharges of the Price and Gift dated 11/06/1942

executed between Vitorino Salvador de Sousa and Come Caetano Eusebio Ludgero Aleluia de Sousa and Neponencena Candida Esmeralda de Sousa (all unmarried) as the Parties of the First Part' AND Mr. Domingos Faustino Filip De Sousa as the 'Party of the Second Part', which Deed was drawn up partly at Folio 28 reverse, folios 29 to 30 reverse and partly at folio 31 of Book No. 415 of the year 1942 of the then Notary Public Tabeliao G. Lobo of Bardez and the same has been presently preserved in the Directorate of Archive and Archaeology at Panaji under its Volume No. 165, whereby the parties of the first Part sold the Property known as Ramazoixeachi Xir, described in the Land Registration Office of Bardez under No. 9083 at folio 20 of B-24 New, consisting of two plots in favour of the party of the second part for consideration price paid therein.

AND WHEREAS, It appears that the said Purchaser Mr. Domingos Faustino Filip De Sousa expired leaving behind only his widow as sole and universal successor.

AND WHEREAS, Vide an Instrument (Deed of Sale) dated 14/03/1975, executed between Mrs. Palqueria Palmira D'souza (widow of Domingos Faustino Filip De Sousa) as the Seller AND Mrs. Albina Conceicao Bostas Nazare Godinho as the Purchaser, which deed registered before the Sub registrar of Bardez at Mapusa (details not legible), whereby the Seller sold, conveyed and transferred in favour of the purchaser, the Property known as Ramazoixeachi Xir', described in the land Registration Office of Bardez under No. 9083 at folio 20 of B-24 New consisting of two plots. In the aforesaid Deed / Instrument survey No. is not mentioned.

AND WHEREAS, Said Mrs. Albina Conceicao Bostas Nazare Godinho being person of Goan origin, governed under the law of Communion of Assets, as in force in the State of Goa, her husband Mr. Sebastiao Luis Gudhino became joint owner of the said property.

AND WHEREAS, Said Sebastiao Luis Gudhino expired without a Will, gift or any other disposition of his last wishes leaving behind his widow as moiety holder cum half sharer and 4 children as universal heirs to inherit his estate Assets.

AND WHEREAS, Upon the death of said Sebastiao Luis Guhinho, an Inventory Proceedings No. 47/2009/A before the Civil Judge Senior Division at Mapusa Goa was instituted by Mrs. Albina Conceicao Bostas Nazare Godinho to partition and allot the assets left behind by the said deceased among his legal heirs. In the said Inventory Proceedings, the property identified by name 'Rama Zoixeachem Bhat' surveyed under Survey No. 239/12 of village Socorro was listed at Item No. II in the list of assets, herein after referred to as the 'Said Property'

AND WHEREAS, In the Chart of allotment, said Item No. I was allotted to Mr. Elvis Simoes and his wife Mrs. Maria Antonio Gudinho Simoes. However, it is also seen that in the said Chart of allotment, usufructury undivided rights with respect to Item No. II, is kept reserved for Mrs. Albina Conceicao Bostas Nazare Gudinho during her life time.

AND WHEREAS, It is inferred to me that said, Mrs. Maria Antonio Gudinho Simoes expired after conclusion of the aforesaid Inventory Proceedings. Hence usufructuary undivided rights with respect to Item No. I, kept reserved for her got extinguished and Mr. Elvis Simoes and his wife Mrs. Maria Antonio Gudinho Simoes became the absolute owners of the said property.

AND WHEREAS, Vide an Order dated 17/04/2010 passed by the Civil Judge Senior Division, A Court at Mapusa Goa in Inventory Proceedings No. 47/2009/A, aforesaid chart of allotment has been confirmed.

AND WHEREAS, It is seen that based on the aforesaid order dated 17/04/2010, said Mr.

Elvis Simoes and his wife Mrs. Maria Antonio Gudio Simoes carried out Mutation and recorded their name in the Records of rights i.e. Form No. I and XIV of survey No. 239/12 of village Socorro in the Occupants column under mutation entry No. 36861.

AND WHEREAS, Vide (unregistered) Development Agreement dated 30/04/2016 executed

between Mr. Elvis Simoes as the 'Vendor/ Owner' AND M/S, Expanse Estates Pvt. Ltd., a Company incorporated under the Companies Act. 1956, represented through its Director Mr. Shraju Kader alias Khadar, as the 'Developer', which Agreement was attested before Notary Public Adv. Shridhar Tamba at Panaji under registration No. 45212 dated 30/04/2016., whereby the Owner of the Property agreed to entrusted the Developer to develop said Property for construction of residential Villas, Apartments, Buildings on the said property and the Developer

agreed for the same. it is further agreed between the parties that 250 sq. mts. saleable built-up area will be reserved/ given to the Owner/ Vendor and the balance saleable built-up area will be available to the Developer for free sale to the prospective Purchasers.

AND WHEREAS, It is seen that subsequently aforesaid parties realised that the wife of Mr.

Elvis Simoes was not made party to the Development Agreement dated 30/04/2016. Accordingly the parties decided to rectify aforesaid Development Agreement.

AND WHEREAS, Vide a (unregistered) Deed of Ratification dated 07/06/2016, executed

between Mr. Elvis Simoes and his wife Mrs. Maria Antonio Gudio Simoes as the Vendors' AND M/S. Expanse Estates Pvt. Ltd., a Company incorporated under the Companies Act, 1956, represented through its Director Mr. Shraju Kader alias Khadar as the Developer, which was attested before the Notary Public Adv. Shridhar Tamba at Panaji under registration No. 45304 dated 07/06/2016., whereby with the consent and confirmation of all the parties said Mrs. Maria Antonio Gudio Simoes has been added as the Vendor and she ratified and confirmed Principal Development Agreement dated 30/04/2016.

AND WHEREAS, Vide a Power of Attorney dated 30/04/2016, executed by Mr. Elvis Simoes appointing Mr. Shraju Kader alias Khadar as Attorney authorising the Attorney to act for and on behalf of the executant to represent the executant for the acts mentioned in instrument, which is

attested before the Notary Public Adv. Shridhar Tamba at Panaji under registration No. 45213 dated 30/04/2016.

AND WHEREAS, Vide a Power of Attorney dated 07/06/2016, executed by Mrs. Maria

Antonio Gudio Simoes appointing Mr. Shraju Kader alias Khadar as Attorney authorising the Attorney to act for and on behalf of the executant to represent the executant for the acts mentioned in instrument, which is attested before the Notary Public Adv. Shridhar Tamba at Panaji under registration No. 45303 dated 07/06/2016.

AND WHEREAS, Vide (unregistered) Agreement of Allotment dated 30/12/2016, (in pursuance to Development Agreement dated 30/04/2016 and Deed of Ratification dated 07/06/2016) executed between M/S. Expanse Estates Pvt. Ltd. as the Allotter AND Mr. Elvis Simoes and his wife Mrs. Maria Antonio Gudio Simoes as the Allottee, which is attested before the Notary Public Adv. Shashikant Nabar at Panaji under registration No. 14 dated 03/01/2017, whereby the Allotter agreed to Allot Apartment Nos 101 and 102 on the first floor of the upcoming Building known as 'Ashoka Vann Acasia' admeasuring

carpet area of 82.16 sq. mts. And 114.10 sq. mts. Which is to be constructed in the property surveyed under Survey No. 239/12 of village Socorro in favour of the Allottee.

AND WHEREAS, the SAID PROPERTY were converted for residential use vide conversion Sanad dated _____, bearing No. _____ issued by the office of the Collector North Goa District at Panaji-Goa and Sanad dated _____, bearing No. _____ issued by the Office of The Deputy Collector & Sub Divisonal Officer Mapusa Bardez - Goa;

AND WHEREAS, vide Order dated 21/12/2021, bearing reference no. TPB/7201/SOC/TCP-2021/5997 which shall be deemed to include its renewals, modifications and alteration if any from time to time, Town and Country planning Department approved the plan and granted development permission for the SAID PROPERTY;

AND WHEREAS, vide letter dated 07/01/2022, bearing reference No. PHCP/NOC/2021-22/1994, issued by Directorate of Health Services, Primary Health Centre, Porvorim, issued their No Objection Certificate from sanitation Point of view;

AND WHEREAS, in concurrence with the said permissions and other statutory approvals, the Village Panchayat of Socorro, granted Construction Licence dated 01/02/2022 bearing reference no. VP/SOC/1746/2021-2022, for the proposed construction;

AND WHEREAS the DEVELOPER/VENDOR had proposed a Scheme of Development and Construction in the SAID PROPERTY;

AND WHEREAS the owners have approached the DEVELOPER/VENDOR for the development of the SAID PROPERTY and DEVELOPER/VENDOR agreed for the same and entered into a Development Agreement dated 30th April 2016 with the Owner with respect to the SAID PROPERTY which Agreement is duly executed before Notary Shri. Shridhar Tamba of Panaji, Goa;

AND WHEREAS, the DEVELOPER/VENDOR has undertaken the scheme of development/construction of **Residential Villa Type C1 to C5 (Mulberry), Villa Type D (Daffodil), & Villa Type E (Lilac)** hereinafter referred to as the SAID PROJECT, on the SAID PROPERTY;

AND WHEREAS, the PURCHASER has agreed to purchase a Villa bearing number _____ having carpet area of _____ hereinafter referred to as the "SAID VILLA" of **EXPANSE ASOKA VANN-2 also known as ASOKA VANN-2** being constructed of the said project by the DEVELOPER/VENDOR;

AND WHEREAS, the DEVELOPER/VENDOR has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPER/VENDOR accepts the professional supervision of structural Engineer till the completion of the building/buildings/villas;

AND WHEREAS, the DEVELOPER/VENDOR has sole and exclusive right to sell the SAID VILLA to be constructed on the SAID PROPERTY and to enter into Agreement/s with the PURCHASER/s of the Apartments/Villas to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the PURCHASER, the DEVELOPER/VENDOR has given inspection and copies to the PURCHASER of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the PURCHASER have acknowledged the receipt of the same;

AND WHEREAS, DEVELOPER/VENDOR has obtained all the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the SAID BUILDING/S wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the SAID BUILDING;

AND WHEREAS, while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER/VENDOR while developing the SAID PROPERTY and the SAID BUILDING and upon due observance and performance of which only the completion or occupancy certificate in respect of the SAID BUILDING/S shall be granted by the concerned competent authority;

AND WHEREAS, the DEVELOPER/VENDOR has accordingly commenced construction of the SAID BUILDING/S in accordance with the said approved plans;

AND WHEREAS the PURCHASER has approached the DEVELOPER/VENDOR for purchase of SAID VILLA;

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 appearing hereinafter;

The PURCHASER has agreed to pay to the DEVELOPER/VENDOR the sale consideration in the manner hereinafter appearing more particularly mentioned in **Schedule III.**

AND WHEREAS, the DEVELOPER/VENDOR has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the **Real Estate Regulatory Authority under No.** _____ authenticated copy is attached in Annexure;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the DEVELOPER/VENDOR hereby agrees to sell and the PURCHASER hereby agrees to purchase the SAID VILLA.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The DEVELOPER/VENDOR shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

1 (a) The PURCHASER hereby agrees to purchase from the DEVELOPER/VENDOR and the DEVELOPER/VENDOR hereby agrees to sell to the PURCHASER _____, having carpet area of _____ sq. mtrs and one car parking identified and delineated in red outline in Plan A & B annexed hereto. hereinafter referred to as the "SAID VILLA" in EXPANSE ASOKA VANN-2 also known as ASOKA VANN-2 for the SALE consideration of Rs. _____

1 (b) The PURCHASER has agreed to pay the Agreement amount of Rs _____ (Rupees _____ only) as per the **PAYMENT SCHEDULE** as mutually agreed between the parties, more particularly described in **SCHEDULE- III** hereunder.

1(d) The Agreement amount mentioned above excludes Taxes (consisting of tax paid or payable by the DEVELOPER/VENDOR by way of Infrastructure tax and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the DEVELOPER/VENDOR) up to the date of handing over the possession of the SAID VILLA.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The DEVELOPER/VENDOR undertakes and agrees that while raising a demand on the PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPER/VENDOR shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER, which shall only be applicable on subsequent payments.

1(f) The DEVELOPER/VENDOR may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the PURCHASER on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER by the DEVELOPER/VENDOR.

1(g) The DEVELOPER/VENDOR shall confirm the final carpet area that has been allotted to the PURCHASER 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the DEVELOPER/VENDOR. If there is any reduction in the carpet area within the defined limit then DEVELOPER/VENDOR shall refund the excess money paid by PURCHASER 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 PURCHASER. If there is any increase in the carpet area allotted to PURCHASER, the DEVELOPER/VENDOR shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The PURCHASER authorizes the DEVELOPER/VENDOR to adjust/appropriate all payments made by him/her under any head(s) of dues against

lawful outstanding, if any, in his/her name as the may DEVELOPER/VENDOR in its sole discretion deem fit and the PURCHASER undertakes not to object/demand/direct the DEVELOPER/VENDOR to adjust his payments in any manner.

2.1 The DEVELOPER/VENDOR hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID VILLA to the PURCHASER, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID VILLA.

2.2 Time is the essence for the DEVELOPER/VENDOR as well as the PURCHASER. The DEVELOPER/VENDOR shall abide by the time schedule for completing the project and handing over the SAID VILLA to the PURCHASER and the common areas to the association of the PURCHASER after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER have paid all the consideration and other sums due and payable to the DEVELOPER/VENDOR as per the agreement. Similarly, the PURCHASER 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 DEVELOPER/VENDOR.

3. The DEVELOPER/VENDOR hereby declares that the Floor Area Ratio available as on date in respect of the project land is 1275 square meters only and the DEVELOPER/VENDOR has planned to utilize Floor area ratio of 50% by availing of FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The DEVELOPER/VENDOR has disclosed the Floor Space Index of 50% as proposed to be utilized by him on the project land in the said Project and PURCHASER has agreed to purchase the SAID VILLA based on the proposed construction and sale of apartments to be carried out by the DEVELOPER/VENDOR by utilizing the proposed FSI and on the understanding that any balance or future FSI as well as TDR, if any shall belong to DEVELOPER/VENDOR only.

4.1 If the DEVELOPER/VENDOR fails to abide by the time schedule for completing the project and handing over the SAID VILLA to the PURCHASER, the DEVELOPER/VENDOR agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the DEVELOPER/VENDOR, interest as specified in the said Rules, on all the delayed payment which become due and payable by the PURCHASER to the DEVELOPER/VENDOR under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the DEVELOPER/VENDOR.

4.2 Without prejudice to the right of DEVELOPER/VENDOR to charge interest in terms of sub clause 4.1 above, on the PURCHASER committing default in payment on due date of any amount due and payable by the PURCHASER to the DEVELOPER/VENDOR under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing three defaults of payment of instalments, the DEVELOPER/VENDOR shall at his own option, may terminate this Agreement: Provided that, DEVELOPER/VENDOR shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD at the address provided by the

PURCHASER and mail at the e-mail address provided by the PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER fails to rectify the breach or breaches mentioned by the DEVELOPER/VENDOR within the period of notice then at the end of such notice period, DEVELOPER/VENDOR shall be entitled to terminate this Agreement without any further reference to the purchaser and further sell the said unit to any other prospective Buyer or any other third parties without any further reference to the Builder.

Provided further that upon termination of this Agreement as aforesaid, the DEVELOPER/VENDOR shall refund to the PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to DEVELOPER/VENDOR) within a period of sixty days of the termination, the instalments of sale consideration of the SAID VILLA which may till then have been paid by the PURCHASER to the DEVELOPER/VENDOR and the DEVELOPER/VENDOR shall not be liable to pay to the PURCHASER any interest on the amount so refunded.

5. The fittings, fixtures and amenities to be made and provided by the DEVELOPER/VENDOR shall generally conform to the specifications detailed in SCHEDULE V hereunder or as may be and/or amended by the architects.

6. The DEVELOPER/VENDOR shall give possession of the SAID VILLA to the PURCHASER within 6 months from the date of this agreement, with a grace period of another three months, from the execution hereof. If the DEVELOPER/VENDOR fails or neglects to give possession of the SAID VILLA to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the DEVELOPER/VENDOR shall be liable on demand to refund to the PURCHASER the amounts already received by him in respect of the SAID VILLA with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the DEVELOPER/VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided that the DEVELOPER/VENDOR shall be entitled to reasonable extension of time for giving delivery of SAID VILLA on the aforesaid date, if the completion of building in which the SAID VILLA 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.

7.1 Procedure for taking possession— The DEVELOPER/VENDOR, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER as per the agreement shall offer in writing the possession of the SAID VILLA, to the PURCHASER in terms of this Agreement to be taken within one month from the date of issue of such notice and the DEVELOPER/VENDOR shall give possession of the SAID VILLA to the PURCHASER. The DEVELOPER/VENDOR agrees and undertakes to indemnify the PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the DEVELOPER/VENDOR. The PURCHASER agree(s) to pay the maintenance charges as determined by the DEVELOPER/VENDOR or association of PURCHASER, as the case may be. The DEVELOPER/VENDOR on its behalf shall offer the possession to the PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The PURCHASER shall take possession of the SAID VILLA within 15 days of the written notice from the DEVELOPER/VENDOR to the PURCHASER intimating that the SAID VILLA is ready for use and occupation.

7.3 Failure of PURCHASER to take Possession of SAID VILLA upon receiving a written intimation from the DEVELOPER/VENDOR as per clause 7.1, the PURCHASER shall take possession of the SAID VILLA from the DEVELOPER/VENDOR by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the DEVELOPER/VENDOR shall give possession of the SAID VILLA to the PURCHASER. In case the PURCHASER fails to take possession within the time provided in clause 7.2, such PURCHASER shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the SAID VILLA to the PURCHASER, the PURCHASER brings to the notice of the DEVELOPER/VENDOR any structural defect in the SAID VILLA or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the DEVELOPER/VENDOR at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the DEVELOPER/VENDOR, compensation for such defect in the manner as provided under the Act. In case the PURCHASER carry out any work within the SAID VILLA after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining SAID VILLA/s, then in such an event the DEVELOPER/VENDOR and DEVELOPER/VENDOR shall not be liable to rectify or pay compensation. But the DEVELOPER/VENDOR may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The PURCHASER shall use the SAID VILLA or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The PURCHASER along with other Purchaser(s) of Apartments/Villas shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the DEVELOPER/VENDOR may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the DEVELOPER/VENDOR within seven days of the same being forwarded by the DEVELOPER/VENDOR to the PURCHASER, so as to enable the DEVELOPER/VENDOR to register the common organisation of PURCHASER. No objection shall be taken by the PURCHASER if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the DEVELOPER/VENDOR to the PURCHASER that the SAID VILLA is ready for use and occupancy, the PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID VILLA) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other

levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of PURCHASER is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER shall pay to the DEVELOPER/VENDOR such proportionate share of outgoings as may be determined. It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER shall be regarded as the default on the part of the PURCHASER and shall entitle the DEVELOPER/VENDOR to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. (a) The purchaser shall be liable to pay the following additional charges on the date of this agreement

- i. Infrastructure & Development charges _____
- ii. **Gst @5%**_____
- iii. Transformer charges _____
- iv. Legal charges **Rs 25,000/-(Rupees twenty five thousand only)**
- v. Society charges **Rs-20,000/-(Rupees Twenty thousand only)**

10 (b) The purchaser shall be liable to pay the following additional amount on/before possession

- i. Maintenance Deposit- _____
- ii. Electricity and water connection charges _____

11. The PURCHASER shall pay to the DEVELOPER/VENDOR all legal costs, charges and expenses, including professional costs of the legal practitioner of the DEVELOPER/VENDOR in connection execution of the sale deed or formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the PURCHASER shall pay to the DEVELOPER/VENDOR, the PURCHASER's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the PURCHASER shall pay to the DEVELOPER/VENDOR, the PURCHASER's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/VENDOR hereby represents and warrants to the PURCHASER as follows:-

- i. The DEVELOPER/VENDOR has clear and marketable title with respect to the project land and has the requisite rights to carry out development with the help of DEVELOPER/VENDOR upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The DEVELOPER/VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except that of the purchasers of the Villa Units;

iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the DEVELOPER/VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The DEVELOPER/VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER created herein, may prejudicially be affected;

vii. The DEVELOPER/VENDOR has not entered into any agreement for sale with any person or party with respect to the SAID VILLA of the PURCHASER. which will, in future will not affect the rights of PURCHASER under this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of Purchasers the DEVELOPER/VENDOR shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

ix. The DEVELOPER/VENDOR has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the DEVELOPER/VENDOR in respect of the project land and/or the Project.

14. The PURCHASER/s hereby covenants with the DEVELOPER/VENDOR as follows:–

(i) To maintain the SAID VILLA at the PURCHASER's own cost in good and tenantable repair and condition from the date the possession of the SAID VILLA is taken and shall not do or suffer to be done anything in or to the building in which the SAID VILLA is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the SAID VILLA is situated and the SAID VILLA itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the SAID VILLA any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID VILLA is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID VILLA is situated, including entrances of the building in which the SAID VILLA is situated and in case any damage is caused to the building in which the SAID VILLA is situated or the SAID VILLA on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the SAID VILLA and maintain the SAID VILLA in the same condition, state and order in which it was delivered by the DEVELOPER/VENDOR to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the SAID VILLA is situated or the SAID VILLA which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the SAID VILLA or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID VILLA or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID VILLA is situated and shall keep the portion, sewers, drains and pipes in the SAID VILLA and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID VILLA is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID VILLA without the prior written permission of the DEVELOPER/VENDOR and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID VILLA is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID VILLA in the compound or any portion of the project land and the building in which the SAID VILLA is situated.

(vii) Pay to the DEVELOPER/VENDOR within fifteen days of demand by the DEVELOPER/VENDOR, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the SAID VILLA is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID VILLA by the PURCHASER for any purposes other than for purpose for which it is sold.

(ix) The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID VILLA

until all the dues payable by the PURCHASER to the DEVELOPER/VENDOR under this Agreement are fully paid up.

(x) The PURCHASER shall not block any access or passage or path or way to adjoining plots from the SAID PROJECT which is lawfully given by the OWNERS AND/OR DEVELOPER/VENDOR without prior permission from DEVELOPER/VENDOR

(xi) The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Villas & Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the SAID VILLA in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The DEVELOPER/VENDOR shall maintain a separate account in respect of sums received by the DEVELOPER/VENDOR from the PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID VILLA or of the Building or any part thereof. The PURCHASER shall have no claim save and except in respect of the SAID VILLA hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the DEVELOPER/VENDOR until sold/allotted.

17. DEVELOPER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the DEVELOPER/VENDOR executes this Agreement they shall not mortgage or create a charge on the SAID VILLA and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER who has taken or agreed to take such APARTMENT/VILLA.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER by the DEVELOPER/VENDOR does not create a binding obligation on the part of the DEVELOPER/VENDOR or the PURCHASER until, firstly, the PURCHASER signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the DEVELOPER/VENDOR. If the PURCHASER (s) fails to execute and deliver to the DEVELOPER/VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER/VENDOR, then the DEVELOPER/VENDOR shall serve a notice to the PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its

receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID VILLA as the case may be.

20. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the SAID VILLA, in case of a transfer, as the said obligations go along with the SAID VILLA for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PURCHASER has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the SAID VILLA to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or 50% of terraces shall be added to carpet area of respective PURCHASER.

24. FURTHER ASSURANCES

All the Parties agree that they shall execute, acknowledge and deliver to the each other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the DEVELOPER/VENDOR through its authorized signatory at the DEVELOPER/VENDOR Office, or at some other place, which may be mutually agreed between the DEVELOPER/VENDOR and the PURCHASER, after the Agreement is duly executed by the PURCHASER and the DEVELOPER/VENDOR or simultaneously with the execution, the said

Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The PURCHASER and/ DEVELOPER/VENDOR shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act.

27. That all notices to be served on the PURCHASER and the DEVELOPER/ as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER or DEVELOPER/VENDOR by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of Purchaser: _____

Residing at _____

Notified Email ID: _____

DEVELOPER/VENDOR names:

Expanse Estates Pvt. Ltd.

606 A and B, Dempo Trade Centre, EDC Commercial Complex, Patto, Panaji – Goa

Notified Email ID: info@expansegroup.in

It shall be the duty of the PURCHASER and the DEVELOPER/VENDOR to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the DEVELOPER/VENDOR and or the PURCHASER, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the DEVELOPER/VENDOR to the PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASERS.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or 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 in the State of Goa will have the jurisdiction for this Agreement.

32. The Possession of the SAID VILLA has not been delivered to the PURCHASER.

SCHEDULE – I

AND WHEREAS, There exists Part and parcel of agricultural land known as "Rama Zoixeachem Bata" Or "Rama Zoixeachem Bhat" or Rama Zoixeachem XIR", consisting of 2 plots situated at Parish of Socorro, Taluka and Sub- District of Bardez, North Goa, District in the State of Goa, described in the Land Registration Office of Bardez under No. 9083 at folio 20 of B-24 New but is enrolled in the Taluka Revenue Office under

SCHEDULE – II

All that SAID VILLA bearing No. _____, admeasuring carpet area _____ and one car parking identified and delineated in red outline in Plan A & B annexed hereto. in the project known as **EXPANSE ASOKA VANN-2** also known as **ASOKA VANN-2** constructed on the properties described in Schedule I and Schedule II.

SCHEDULE III

1. The Agreement Amount is: Rs. _____ (Rupees
_____ Only) and the Payment
Schedule is as Follows;
- a) An Amount of _____ is to be paid upon completion of plinth work.
 - b) An Amount of _____ is to be paid upon completion of first floor slab.
 - c) An Amount of _____ Is to be paid upon completion of Roof/Terrace slab.
 - d) An Amount of _____ Is to be paid upon completion of Masonry work.
 - e) An Amount of _____ Is to be paid upon completion of plastering work.
 - f) An Amount of _____ Is to be paid upon completion of Flooring work.
 - g) An Amount of _____ Is to be paid at the time of Possession.
2. The purchaser shall be liable to pay the following additional charges on the date of this agreement
- a. Infrastructure & Development charges _____
 - b. Transformer charges _____
 - c. Legal charges _____
 - d. Society formation charges _____
3. The purchaser shall be liable to pay the following additional amount on/before possession
- a. Maintenance Deposit- _____
 - b. Electricity and water connection charges _____

SCHEDULE-IV

LIST OF SPECIFICATIONS AND AMENITIES

➤ **SPECIFICATIONS**

1) **STRUCTURE:**

The Structure shall be R.C.C. frame

2) **WALLS :**

Hollow clay block/bricks/laterite masonry/solid concrete Blocks/Hollow concrete blocks or similar in cement mortar.

3) DOORS AND WINDOWS :

All door frames shall be of seasoned Malaysian Salwood/Yenwood/Mattiwood/ anodized or powder coated Aluminium or equivalent.

Main door shutter shall be fully paneled Salwood/Yenwood/Matti wood or Marine ply flush doors with laminated face. Toilet and Balcony door shutters shall have bison panel/marine plywood panel/flush door. It will be painted by oil paint on all sides. Bedroom and Kitchen door shutters shall be 30mm thick flush door with laminate face. All doors shall have stainless steel hinges and Aluminium fittings. All the windows shall be anodized or powder coated Aluminium/Yenwood / Salwood frames or equivalent with TW fully glazed shutters.

4) PLASTER AND PAINT :

All the external surfaces of the building shall be plastered with 2 coats of cement mortar and finished with external paint. All the internal walls and ceiling will have cement plaster with Neeru finish or Gypsum plaster and painted with oil bound distemper.

5) ROOFING :

The roof slab will be R.C.C. partly slopping and partly flat. The slopping roof will have G.I. Sheet roofing or equivalent. All the Flat terraces shall be provided with adequate water proofing treatment.

6) FLOORING AND SKIRTING :

The flooring shall be of 20"x 20" vitrified tiles.

7) TOILETS :

Toilet block shall consist of an European W.C. wash basin, C.P. Jaquar Fittings and shower rose. All the sanitary ware shall be provided in white color. All toilets and baths shall be provided with vitrified/ glazed tiles /Ceramic tiles or equivalent up to a height of 2 mtrs. in a dado.

8) KITCHEN :

Kitchen platform shall be 2.50m long and provided with granite slab with stainless steel sink. A dado of glazed/ceramic tiles, 60cms. High shall be provided over the Kitchen platform.

9) ELECTRICAL :

All wiring shall be concealed on walls and slabs. Bedroom shall have two light points, one fan point and one 5 amps plug point and one 15 amps plug point. Living/Dining room shall have two light points, two fan points and two 5 amps plug points, one bell point. The Developer shall provide One AC point for each Bed Room, Living and dining room. Kitchen shall have one light point, and one 15 amps plug point. Service Veranda shall have one light point. Toilet shall have one light point and one 15 amps plug point for geyser. The Electrical fittings shall be of Anchor make or equivalent. The Developer shall provide hooks in the ceiling for fans and light fittings as requested by the Purchaser.

NOTE:

The doors and windows indicated in the approved/annexed plan, and the specifications are as suggested by the Project Architect are final, however alterations/changes in the position of the same may be as per the requirement of the Developer Architect / Consultant. The Developer shall obtain for each flat owner his electric connections from the respective Government Departments before handing over the premises. The Developer shall also provide to the said

department the required electrical test report to the effect that the works are executed as per Government regulation for obtaining electrical connections.

- AMENITIES
- 1. Club House
 - 2. Swimming Pool & Kids pool
 - 3. Gymnasium
 - 4. Children play area
 - 5. Sewage treatment
 - 4. Rain Water Harvesting
 - 5. Power back up for lifts
 - 6. Guard House
 - 7. Close Circuit Tv
 - 8. 24 Hours Security for the Complex

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

**SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED DEVELOPER/VENDOR
THROUGH ITS DIRECTOR
MR. SHRAJU KADER**

L.H.F.Print

R.H.F.Print

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

**SIGNED, SEALED AND DELIVERED
(BY THE WITHINNAMED PURCHASER)**

L.H.F.Print

R.H.F.Print

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of following witnesses:
