

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed on this _____ day of _____ month of the year _____,

BETWEEN

M/s. EXPAT PROJECTS & DEVELOPMENT PRIVATE LIMITED
(CIN: U45202KA2007PTC043869), (PAN: AABCE8596R), a private limited company incorporated under the Indian Companies Act, 1956, and having its registered office at 2nd Floor, Sobha Pearl, No. 1, Commissariat Road, Bangalore, Karnataka-560025, represented by its duly authorized signatory (BoD Resolution dated 30th Mar 2017) **MR/MRS. -----**, Aged about ----- years, Occupation-----, Indian National, Address -----, hereinafter called as the **“OWNER”**, which expression shall include its plural, and unless repugnant to the context or meaning thereof, mean and include their successors, administrators and assigns, ...of the **FIRST PART**,

AND

_____.
_____, S/o._____, Aged about _____ Years, Occupation-_____, Marital Status-_____, Nationality-_____, I.T. PAN No:_____, Contact No: _____-_____, Email id:_____,
R/at:_____

...hereinafter called as the “**ALLOTEE**”, which expression shall include its plural, and unless repugnant to the context or meaning thereof, mean and include his/ her/ their heirs, successors, executors, administrators and assigns, ...of the **SECOND PART**,

W H E R E A S,

- a. The portion the said Land bearing Survey No. 20/1-L admeasuring 37500 sq.mt. Forming part of the portion admeasuring 3,65,055 sq.mt. Identify as “Predio Oiteral Bonobo” situated at ‘Moula’ of Village Bainginim (Kadamba Plateau), within the limits of Village Panchayat of Old Goa, Taluka Tiswadi, Registration Sub District of Ilhas, Panaji, District North Goa in the State of Goa. The said Land is described in the Land Registration Office under No. 17021 at Pg. 53 V of Book B-45, new and in Taluka Revenue Office at Panaji under Matriz numbers 159 and 165 respectively and surveyed under the Survey No.20/1/l of village Bainguinim and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the said “**LARGER LAND**”) was owned by one Melba Lima Britto and Jose Filipe Pegado Braganza and his wife Wilma Jaques Braganza who by Deed of Sale dated 20th Oct 1994 is registered with the Office of the Sub Registrar of Assurances at Ilhas, Panaji under serial no. 666 at pages 143 to 173, Book No. I, Volume 584 on 19th Apr 1996, sold the said to Prithvi Consultants Private Limited (“**Prithvi**”);
- b. for the purpose of undertaking the construction on the said Larger Land, M/s. Unicorn Owners has appointed Mr. Prakash Kittur as the Engineer, duly registered with the Government of Goa for preparing the plans of the proposed building and has also appointed Mr. Rajan Moye as the Consulting Structural Engineer

for preparing RCC designs, drawings, and specifications for the construction of the building/s on the said Land which appointments has also been confirmed the Owner herein;

- c. M/s. Unicorn Owners/Prithvi had obtained necessary plan sanctions, permissions, building licenses, sanad, approvals for construction of several multistoried building/s on the said Larger Land (hereinafter referred to as “**Approvals and Permissions**”),
- d. the Town and Country Planning Dept., Govt. of Goa, vide its order VP/SOG/TIS/2011-2012/1165 has approved the plan of M/s. Unicorn Owners/Prithvi and M/s. Unicorn Owners/Prithvi have obtained Construction License from the Village Panchayat of SE-Old Goa, Goa, vide Construction License No. VP/SOG/29/2011-12 dated 25th Nov 2011. The plan has been renewed later on dated 20th Jan 2015 by Renewal Construction License No. VP/SOG/TIS/2014-2015/1429 for construction of a residential project comprising of residential Apartments/Flats, Garden etc. in the said Larger Land;
- e. in view of the above Sanad, Approvals and Permissions obtained by M/s. Unicorn/Prithvi from the concerned government and semi-government authorities, M/s. Unicorn commenced phase-wise construction of the building structure/s on the said Larger Land in accordance with the terms and conditions provided therein;
- f. By an agreement of sell dated 18th Aug 2015, registered with the office of Sub Registrar of Assurances at Ilhas, Tiswadi, bearing registration No. PNJ-BK1-02186 of 2015 on 19th Aug 2015, said Prithvi and M/s. Unicorn Owners agreed to sell, transfer, convey and assign the said Larger Land to the Owner;

- g. The said agreement of Sale is followed by Supplementary Agreement dated 7th Feb 2017 followed by Sale deed dated 8th Feb 2017, registered with the office of Sub Registrar of Assurances at Ilhas, Tiswadi, bearing registration No. PNJ-BK1-00318-2017 CD. No. PNJD55 on 15th Feb 2017, sold, transferred and conveyed an area admeasuring about 28423 sq.mt. out of the said Larger Land, more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the said "**LAND**");
- h. by virtue of the aforesaid Deed of Sale, Owner became the absolute and exclusive Owner of the said Land and the Owner herein has the sole and exclusive rights to allot/sell flats/shops/apartment/s and has right to allot stilt/covered car parking/s in the building/s constructed or to be constructed or being constructed on the said Land and to enter into an agreement/s with the Allotees of such flats/shops/apartment/s and to receive sale price and to give valid receipts thereof;
- i. the Owner would be developing the said Land in phases, and accordingly would be constructing number of Units on the said Land in the housing complex named as "**VIDA Phase 2**", by using, utilizing and consuming the Floor Area Ratio/Floor Space Index ("**FAR/FSI**") originating from the physical area of the said Land, so also additional FAR/FSI by way of Transferable Development Rights ("**TDR**") by availing the same from the market, as is and to the extent permissible under the Development Control Regulations ("**DCR**"), framed thereunder and/or under any such concerned statute or rules,
- j. the Owner accordingly commenced the development of the said Land and construction of buildings/units in Phase ____ thereon, under the supervision of Mr. Prakash Kittur who has drawn the plans, registered with Town and Country Planning Department,

Government of Goa, and the structural engineer Mr. Rajan Moye, who has drawn drawings for structures thereof, appointed by the Owner,

- k. pursuant to the discussions and negotiations between the Owner and the Allotee, the Owner has agreed to sell to the Allotee and the Allotee has agreed to purchase from the Owner, on ownership basis, an apartment bearing Flat/Apartment No. _____ admeasuring _____ sq.mt. (_____ sq.ft.) to _____sq.mt. (_____sq.ft.) of carpet area, on the _____ **floor** of _____ Block together with _____ car parking (hereinafter referred to as said "**UNIT**" in tower of the building/s known as "**VIDA Phase 2**" in Phase _____ for a total lump-sum consideration of **Rs._____/- (Rupees _____ Only)** (hereinafter referred to as "**Consideration**"). The said Flat/Apartment is more particularly described in the **SCHEDULE III** hereunder written. The Allotee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allotee consents for the same and is aware that the consideration being lump sum will not change. The Allotee agrees not to question or challenge the said Consideration the same having been settled on lump sum basis after considering all aspects and other terms of this Agreement,
- l. the Owner gave inspection to the Allotee of all documents of title relating to the said Land, development rights of the Owner, the plans, designs, specifications, title report of the Advocate and all other documents as are specified under the Relevant Act,
- m. the copies of the certificate of title issued by the Advocate, extract of VF No. 7/7A/12 and the concerned extract of the approved floor plans have been annexed with this agreement,

- n. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, in to witness the terms and conditions thereof, in compliance to relevant section of the concerned statutes, as follows -

NOW, THIS AGREEMENT TO SELL WITNESSETH:

1. NON-OBSTANTE:

Notwithstanding anything contained anywhere in this agreement, the Allotee hereby confirms, admits and agrees as follows:

- (a) The Owner has reserved all his rights to amalgamate and/or sub-divide the said Land and/or any other abutting/adjoining pieces of the land, to which, the Owner may be entitled to in law. The Allotee hereby accorded his irrevocable consent and no objection to the Owner to do the same.
- (b) In the circumstances, the description of the said Land, as given in SCHEDULE II and the number and name of the buildings are subject to change.
- (c) The Owner has also reserved all its rights to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Rights ("TDR") or as Floating Floor Space Index or otherwise by whatever name called, as may be permissible under the concerned rules and regulations.
- (d) The Owner has also reserved all its rights to develop the amenity space or surrender and claim FAR/FSI thereof and/or open space, by putting up the construction as may be permissible under the concerned regulations.

- (e) The Owner has also reserved all its rights and discretion to form as many organizations, either in the nature of co-operative housing society and/or such other association of apartment Owners in one or more buildings, as may be found suitable and convenient by the Owner, either on the basis of building/s and/or piece of Land and/or otherwise entirely at the discretion of the Owner.
- (f) The Owner shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised to the development of the said Land and/or other pieces of Land adjoining to the said Land either by amalgamation and/or subdivision and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Allottee, without prejudice to the rights of the Owner to terminate this agreement on such obstruction or impediment raised by the Allottee.

2. AGREEMENT:

Subject to other terms and conditions herein, the Owner hereby agreed to sell, assign, sell or otherwise convey the said Unit (described in SCHEDULE III), unto and in favour of the Allottee herein, and the Allottee accordingly agrees to acquire and purchase the same from the Owner, for and at the consideration hereinafter mentioned.

3. CONSIDERATION:

- (a) In consideration thereof, the Allottee paid and/or agreed to pay to the Owner, the amount of **Rs.**_____/- **(Rupees_____ Only)** and the

Owner accepted and/or agreed to accept the said amount subject to Tax Deduction at Source (TDS) u/s 194-1A of the Income Tax Act, 1961, from the Allottee as detailed in **SCHEDULE - V**.

- (b) The amount to be paid and payable by the Allottee to the Owner, as agreed to above, shall always be THE ESSENCE OF THIS AGREEMENT.
- (c) The total price is escalation free, save and except escalation/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 promoter undertakes and agree that while raising a demand on the allottee for increase in development charges, cost, or levies imposed by the competent authorities etc, the promoter 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 allottee, which shall only be applicable on subsequent payment.
- (d) In case of default committed by the Allottee, in payment of the amount, as and within the time agreed to herein (15 days from the date of the Demand Letter), the Owner shall be entitled to claim interest @ SBI base lending rate plus 2% per annum from the day it becomes payable till the actual receipt thereof.
- (e) In the event of failure on the part of the Allottee to comply with any of the terms above,
 - 1. the Owner shall be at liberty to treat such failure as a breach of the essential term of this agreement by the Allottee,

2. the Allotee shall be liable for any consequence flowing from such failure with cost,
3. The Owner shall be entitled to all remedies and recourse available to it in law, against the Allotee.

4. **CONSTRUCTION:**

- (a) The Owner shall complete the construction of the said Unit in accordance with the sanctioned plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/enumerated written herein (the said "**SPECIFICATIONS**", for short).
- (b) The Allotee hereby, grants his/her consent for change/modification/alteration of and in the layout of the said Land including amalgamation and/or sub-division thereof, of the plans of any of or all the buildings, in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Owner, without prejudicing the construction of the said Unit as agreed to be purchased by the Allotee, without the consent of the Allotee in writing.
- (c) The FAR/FSI originating from the physical area of the said Land for use, utilization and consumption for construction of the building/s thereon, subject loading of additional FAR/FSI by way of TDR or otherwise and construct the additional multi storied building as may be permissible.
- (d) The Owner has reserved it rights to acquire, avail, claim, use, utilize and consume such other FAR/FSI either by way of TDR or otherwise, in addition to the one hereinbefore mentioned, for construction of or adding of floor to the building/s constructed on

the said Land, as may be permissible by and in DC Regulations or other concerned statutes and rules and also reserve right to amalgamate the abating land. In any event there shall not be any change or alteration to the dimension and area of the said Unit agreed to be given to the Allottee and the allottee given the consent for that.

- (e) The Owner shall have preferential/pre-emptory right to utilize the residual or available FAR/FSI or the one increased by reason of any rule/regulation/enactment or the additional one granted and/or allowed thereunder either by way of TDR, in respect of or relating to or on the said Land, to which the Allottee hereby agrees and shall always be deemed to have agreed.
- (f) Subject to the right to revise and of revision of layout, and/or subdivision, and/or amalgamation the plans for construction of the building/s on the said Land by the Owner, as hereinbefore agreed, part of the said FSI/FAR has been utilized by the Owner anywhere else.
- (g) the Owner has also reserved all its rights and discretion to form one or more organizations for the buildings and/or some of the buildings, in phases and/or otherwise, either in the nature of co-operative housing society and/or such other organization as may be permissible in law, and as may be found suitable and convenient by the Owner, either on the basis of building/s and/or piece of land and/or otherwise entirely at the discretion of the Owner,
- (h) the Allottee shall not cause any obstruction and/or impediment and/or raise any objection to the activities of development of the said Land being made phase-wise by the Owner,

- (i) the Owner shall be entitled to compensation from the Allotee in case any obstruction or impediment of any nature raised to the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub division and/or consumption of FAR/FSI for any building thereon, by and on behalf of the Allotee, without prejudice to the rights of the Owner to terminate this agreement on such obstruction or impediment raised by the Allotee,
- (j) The Owner shall complete the construction of this project comprising of the said Unit as agreed to herein and shall deliver possession thereof, to the Allotee, on or before -----day of ----- 20----, after the issuance of completion certificate by the architect of the project and/or from local authority. In case of delay in the above mentioned date, the Developer shall be liable to pay the penalty to the Allotee @ SBI base lending rate plus 2% per annum from the date of default till the date of actual handover.
- (k) The period of delay caused in completion of the construction of the said Unit on account of force majeure, civil commotion, war, strike, prohibitory orders from any court, any notice, order, rule, notification of the government and or public or competent authority or any other reasons beyond the control of the Owner, shall be excluded from computation of the period of completion of the said Unit and delivery of possession thereof to the Allotee.

5. POSSESSION:

- (a) The Allotee shall take possession of the said Unit within 15 (fifteen) days of the Owner giving written notice to the Allotee intimating completion of the construction of the said Unit for use and occupation.

- (b) At the time of delivery of possession of the said Unit, the Allottee shall also execute such other documents such as possession receipt, declaration etc., as might be required by the Owner.
- (c) Within 5 (one) year, from the date of handing over of possession of the said Unit to the Allottee, if any structural defect in the construction of the said Unit/Building is found out to have been done or caused by the Owner, the Owner wherever possible, shall be bound to rectify/remove/alter/remedy the same, entirely at the cost of the Owner.
- (d) Under no circumstances the Allottee shall be entitled to possession of the said Unit, unless the Allottee shall have paid the entire consideration and other money, charges and taxes etc. Payable by the Allottee under this agreement to the Owner.
- (a) The Allottee shall be entitled to use the said Unit for his/her/their own personal use or to allow the third party to occupy the same on such terms and conditions as the Allottee may deem fit and proper and to which, the Owner shall have no objection of whatsoever nature.

6. **ORGANISATION:**

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as ""**VIDA Phase 2**"" and the same shall not be changed ever but only the owner has right to change the name.
- (b) The Owner shall be, entirely at its option and discretion, entitled to form either (i) one or more co-operative housing society under the

concerned statute of Co-operative Societies Act, or (ii) one or more condominium/s of apartment holders under the provisions of the concerned statute, or (iii) one or more companies under the Companies Act, 1956, for each or more buildings being constructed on the said Land.

- (c) Without prejudice to clause 6(b) above, the Owner shall be entitled to form separate condominiums, for each of the buildings on the said Land with demarcated portion of the Land thereunder, together with common rights to common facilities in the project.
- (d) The Owner shall also be entitled and at liberty either to sub-divide the said Land, or without sub-dividing the same, but marking the use of the defined portions of the said Land by each/ such condominium/s.
- (e) The Allottee hereby irrevocably accords his/her consent for the same and the decision taken by the Owner in that regard, shall be conclusive and binding upon the Allottee.
- (f) In case of formation of a condominium under the concerned statute, each of the Units shall have undivided share in the form of percentage, in the common areas and facilities. The Owner shall cause the said submission of the said Land together with the building thereon, and the said formation of the condominium, after the final and full completion of the entire project by the Owner.
- (g) The allottee must sign on all the documents and application served by the owner for the purpose of formation of cooperative society or condominium or apartment.

7. CONVEYANCE:

- (a) In case of formation of one or more condominium under the provisions of the concerned statute, the Owner shall execute and/or cause to be executed the conveyance in favour of each of the Allottee of the Units in the concerned building or buildings, after full and final completion of the concerned piece of Land and the concerned building or buildings thereon or after the completion of construction of last building in the project.
- (b) In case of formation of one or more societies for the buildings and/or some of the buildings, in phases and/or otherwise, either in the nature of co-operative housing society and/or such other organization as may be permissible in law, and as may be found suitable and convenient by the Owner, either on the basis of building/s and/or piece of land and/or otherwise entirely at the discretion of the Owner under the provisions of the concerned statute, the Owner shall execute and/or cause to be executed the conveyance in favour of each of such societies after full and final completion of the concerned piece of Land and the concerned building or buildings thereon or after the completion of construction of the last building in the project.
- (c) Under no circumstances, the Allottee shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee either to the Owner or to any other agencies or authorities, is actually paid by such Allottee.
- (d) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.

8. LOAN:

- (a) The Owner shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land and/or other pieces of Land which may be the subject matter for development by the Owner either or otherwise.
- (b) The Owner shall be entitled to create security either by way of mortgage or otherwise, on the said Land and/or other pieces of Land which may be the subject matter for development by the Owner either as special township or otherwise in favour of such bank/s and/or financial institute and/or person.
- (c) The Allotee hereby accorded his/her/their irrevocable consent for the Owner to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (d) However, the Owner shall keep the Allotee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (e) In the event of the Owner availing such loan, the Owner shall be entitled to call upon the Allotee to make payment of installments (or remaining of them) towards the price and other money payable by the Allotee to the Owner under this instrument, directly to such bank/s and/or financial institute and/or person, as the case may be.

9. ALLOTEE'S DECLARATIONS:

- (a) The Owner herein has made full and true disclosures to the Allottee as to the title of the Owner in respect of the said Land and TDR (if any) as well as the encumbrances, if any, known to the Owner.
- (b) The Owner herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Owner, in respect of the said Land by appointing his/her own advocate.
- (c) As required by the Allottee the Owner herein has given all information to the Allottee herein and he/she is acquainted himself/herself with all the facts as to the marketable title of the Owner and after satisfaction and acceptance of title has entered into this agreement.
- (d) The Allottee hereinafter shall not be entitled to challenge or question the title of the Owner in respect of the said Land and further Owner's rights and authority to enter into this agreement.
- (e) The Owner herein has specifically informed to the Allottee and the Purchase herein is also well aware that the Owner herein is developing the scheme under the name ""**VIDA Phase 2**"" on the said Land, with an intention to have the homogeneity in the scheme as to Landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to

erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/water of adjacent terraces/sit outs/roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Owner herein has agreed to allot and sale the said Unit to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

- (f) The Allottee herein declares that in ""**VIDA Phase 2**"" project, the Owner herein are providing amenities/material/plant and equipment in common facilities like club house, elevators, electric rooms, etc. and which has to be operated/used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Owner shall not be responsible after handing over of the units to buyers of the tenements, Association of Apartment shall set its own norms for use of common amenities in order to avoid misuse, injuries and casualties/calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Owner shall and will not be responsible,
- (g) The Owner has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, a neon sign of the project name and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Owner.

10. TERMINATION:

- (a) In the event of Allotee committing any default in payment of any money payable by the Allotee under this instrument and/or commits breach of any of the terms and conditions of this instrument, the Owner shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allotee.
- (b) It is agreed between the parties hereto, that in case of such termination of this agreement by the Owner, this instrument itself would be treated to be cancellation of this agreement without there being any necessity of execution of any such separate document for cancellation of this agreement.
- (c) On termination of this agreement, the Allotee shall be entitled only to refund of the amount so far till then paid by the Allotee to the Owner under this instrument after deducting 5% therefrom, towards administrative expenses.
- (d) Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Owner against the Allotee on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

11. OTHER CONDITIONS:

- (a) The Allotee shall use the said Unit for the purposes of residence and the Allotee shall not use nor allow any other person to use the said Unit for any other purposes.

- (b) The Allotee shall maintain the said Unit at his/her own cost in good repairs and condition from the date of grant of possession of the said Unit is taken.
- (c) The Allotee shall not store in the said Unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye laws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Allotee to the said Unit or other Units in the scheme shall entirely be at the risk as to cost, consequences, damages of such Allotee.
- (d) The Allotee shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- (e) The Allotee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/Building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (f) The Allotee shall not throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Land and the building or any part thereof.

- (g) The Allottee shall also observe all other terms/conditions/directions/rules/notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the said Land.

12. MAINTENANCE:

- (a) On or before delivery of possession of the said Unit by the Owner to the Allottee, the Allottee shall pay to the Owner, an amount of Rs.3/- (per month, per sq.ft.) for the period of 24 (twenty four) months, towards common maintenance.
- (b) The said amount shall be maintained by the Owner in a separate account, and shall be used and utilized by the Owner only for common maintenance, for a period of 24 (twenty four) months from the date of delivery of possession of the said Unit by the Owner to the Allottee.
- (c) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and the Allottee and/or the Association/Society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the Unit Allotees.
1. Society and managing committee administration,
 2. Insurance for building/Units/equipment/machinery, towards theft, fire etc. and such any other related expenses,
 3. Sinking funds etc.

4. Property taxes of individual building/Units/common amenities etc.
5. Any other taxes, levies, cess etc. of the property,
6. Any other statutory charges,
7. Repairs of the building for leakages, seepage to the property or any part thereof.
8. Wear and tear charges.

(d) After the period mentioned herein, the Owner shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Unit Allotees appointed by the Owner, subject to the liberty of the Owner to entrust the maintenance even prior to the said period, in which case, the Owner shall also entrust the balance remaining of the amount received from Unit Allotees till then.

(e) The Allotee has understood the entire scheme of maintenance in detail. The Allotee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment by the Allotees.

(f) It is also clearly understood that this shall not preclude the organization from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allotees, provided the decision to that effect is duly taken by the organization.

(g) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allotees, without prejudice to the other rights and powers of the organization.

(h) Without prejudice to and notwithstanding anything contained above, in the event of the Owner and/or Unit Allotee organization after entrustment of common maintenance by the Owner to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allotee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Owner and/or such organization, as the case may be.

13. TAXES, CESS, and other CHARGES:

(a) The Allotee shall on or before taking possession of the said Unit make payment of the following amounts ("Other Charges") by way of cheque/demand draft/RTGS/NEFT:

Sr. No.	Description	Amounts (INR)
i.	Electricity deposit (payable along with 4 th installment)	Rs.35,000/-
ii.	Water charges (payable along with 4 th installment)	Rs.5,000/-
iii.	Legal and miscellaneous expenses	Rs.20,000/-
iv.	Organization/Society formation expenses	At Actuals

- (b) The Allotee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/cess/charges/duties/GST on the said Unit and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute /rules /regulations /notifications /orders /contracts, from the date of the completion certificate or grant of possession of the said Unit whichever, is earlier.
- (c) If at any time, after execution of this agreement, any tax/duty/charges/premium/cess/surcharge/betterment tax/sales tax/ transfer tax/turnover tax/works contract tax/service tax, GST ,penalties etc., by whatever name called, is or are levied or recovered or becomes payable under any statute/rule/regulation/notification/order/in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimbursed) by the Allotee. The Allotee hereby, indemnifies the Owner and the Unit purchase organization from all such levies, cost and consequences.
- (d) All levies, stamp duty, registration fees in respect of this agreement, conveyance, and any other document required to be executed in respect of and relating to the said Unit and/or the transaction under this agreement shall entirely be borne and paid by the Allotee.

14. GOODS AND SERVICES TAX:

The Owner has clearly intimated to the Allotee and the Allotee is aware that the Allotee shall pay Goods and Services Tax at actual, the Allotee also agrees that in the event, the rate for calculation of Goods and Services Tax is increased or the definition of Goods and Services Tax is changed or due to any other reason, the amount paid by the Allotee towards payment of Goods and Services Tax is found to be insufficient, the Allotee shall pay the difference amount, thereof to the Owner, within 7 (seven) days from the demand made by the Owner, irrespective of the possession of the said Unit is handed over or not by the Owner to the Allotee.

15. RESERVATIONS:

- (a) It is also understood and agreed by and between the parties hereto that the Owner shall be at liberty to sell, transfer, convey open spaces, to any person/s of his choice and the same shall belong exclusively to the concerned Allotee, and the such Allotee shall be entitled for exclusive use of the said garden space, parking space, terrace space, as the case may be, other than the one agreed to be sold in this agreement. The Allotee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.
- (b) All payments agreed to herein and otherwise required to be made by the Allotee otherwise, shall always be THE ESSENCE OF THIS AGREEMENT, and failure whereof, shall be a breach of this agreement, committed by the Allotee.
- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of

the said Unit or of the said Land and the building or any part thereof. The Allotee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to the Allotee, and open spaces, lobbies etc., will remain the property of the Owner until the said Land and the building save and except any part reserved by the Owner, is transferred to the Allotees or the said organization. The Owner shall be entitled to dispose of such open space, terrace, garden space etc., to any Allotee for which the Allotee hereby grants and is always deemed to have granted the consent.

- (d) Any delay tolerated or indulgence shown by the Owner in enforcing the terms of this agreement or any forbearance or giving of the time to the Allotee by the Owner for anything, shall not be construed as waiver or acquiescence on the part of the Owner of any breach or non-compliance of any of the terms and conditions of this agreement by this Allotee nor shall the same in any manner prejudice the rights of the Owner.
- (e) The Allotee shall not, without the written permission of the Owner, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Owner. Any breach thereof, shall entitle the Owner, to terminate this agreement, without prejudice to any other rights, available to the Owner under this agreement and/or other law.

- (f) The Allotee shall permit the Owner and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.
- (g) The Allotee shall present this agreement at the office of the concerned Sub registrar, Ilhas, Panaji, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Allotee, the Owner shall attend such office and admit execution thereof.
- (h) All notices to be served on the Allotee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allotee by certificate of posting at his/her/their address written hereinbefore first.
16. The possession of the said flat is not handed over to the Allotee and shall be handed over to the Allotee by execution of appropriate document of conveyance.
17. The Vendors of the said property and the Parties hereby declare that they and/or the subject matter and/or the said plot is not the subject matter of any Schedule Caste or Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21st Aug 1978.
18. The Market/Unit value of the said flat is **Rs.** _____ **/- (Rupees _____ Only)** and stamp duty of **Rs.** _____ **/- (Rupees _____ Only)** is affixed herewith.

19. MISCELLANEOUS:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of The Real Estate (Regulations and Development) Act, 2016 and/or all concerned statute.

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SCHEDULE I

(Description of the said "**LARGER LAND**")

All that the portion the said Land bearing Survey No. 20/1-L admeasuring 37500 sq.mt. forming part of the portion admeasuring 3,65,055 sq.mt. indentify as "Predio Oiteral Bonobo" situated at 'Moula' of Village Bainginim (Kadamba Plateau), within the limits of Village Panchayat of Old Goa, Taluka Tiswadi, Registration Sub District of Ilhas, Panaji, District North Goa in the State of Goa. The said Land is described in the Land Registration Office under No. 17021 at Pg. 53 V of Book B-45, new and in Taluka Revenue Office at Panaji under Matriz numbers 159 and 165 respectively and surveyed under the Survey No.20/1/l of village Bainguinim, and which is bounded by as follows:

East : by property of Veceslao Gonsalves from St.Gruz.
Ilhas, Goa,
West : by Property bearing Survey No.20/1
North : by the property of Verediana Metildas Dalgado E Sa
comprising of Plot Nos. 7 to 10
South: by the property to Verediana Metildas Dalgado E Sa

Together with basic FAR/FSI originating therefrom and additional FAR/FSI as may be permissible under concern regulations and together with easement, appurtenances, ingress, egress, and ancillary rights thereto.

SCHEDULE II

All that portion 28423 sq.mt. out of the the portion the said Land bearing Survey No. 20/1-L admeasuring 37500 sq.mt. forming part of the portion admeasuring 3,65,055 sq.mt. identify as “Predio Oiteral Bonobo” situated at ‘Moula’ of Village Bainginim (Kadamba Plateau), within the limits of Village Panchayat of Old Goa, Taluka Tiswadi, Registration Sub District of Ilhas, Panaji, District North Goa in the State of Goa. The said Land is described in the Land Registration Office under No. 17021 at Pg. 53 V of Book B-45, new and in Taluka Revenue Office at Panaji under Matriz numbers 159 and 165 respectively and surveyed under the Survey No.20/1/l of village Bainguinim and bounded as under:

North : by property retained by Prithvi Consultants Pvt Ltd
South : by property bearing Survey No. 20/1
West : by property of Verediana Matildes Dalgado e Sa
comprising of Plot Nos. 7 to 10
East : by property of Verediana Matildes Dalgado e Sa

SCHEDULE III

(Description of the said “UNIT”)

Unit No.	
Carpet Area	
Built up Area	
Car Parking No.	
Exclusive Covered Car Parking Area	
Phase	
Block No.	

SCHEDULE - IV

(Description of the said “PAYMENT SCHEDULE”)

	Amount	Particulars
(i)	Rs.	(10%) Booking Amount
(ii)	Rs.	(20%) To be paid prior to the execution of the Agreement.
(iii)	Rs.	(15%) Agreed to be paid on casting of the plinth of the building.
iv)	Rs	(10%) Agreed to be paid on casting of 1st floor slab of the building.
(iv)	Rs.	(10%) Agreed to be paid on casting of 2 nd floor slab of the building.
(vi)	Rs.	(5%) Agreed to be paid on casting of 3 rd floor slab of the building.

(x)	Rs.	(5%) On completion of Brickwork and Plastering (Internal and External) in the said tenement.
(xi)	Rs.	(5%) On completion of the Fixture and Electricals.
(xii)	Rs.	(5%) On completion of the Flooring & terrace Water Proofing of the building in which the said tenement is situated.
(xiii)	Rs.	(10%) On completion of the Painting, Car Park, Entrance Plinth.
(xiv)	Rs.	(5%) Against and at the time of handing over of possession of the tenement to you or after receipt of Completion Certificate whichever is earlier.
	Rs.	TOTAL

SPECIFICATIONS:

- A. Structure: RCC framed Structure.
- B. Walls: Laterite Stones/Fly ash Bricks.
- C. Flooring:
 - Lift Lobby/Corridor: Granite Stone.
 - Rooms: 2x2 Vitrified tiles for all room floors.
 - Bathrooms: Anti-Skid Ceramic Flooring with Ceramic tile dado up to 7’0” Height.
- D. Staircase:
 - Stair case from Stilt to Ground floor: Granite stone.
 - Stairs from Ground to Top floor: Kadappa/Kota stone.
- E. Windows:

Powder coated aluminium windows with 5 mm thick plain glass.

All window sills of Granite/Marble.

F. Doors:

Main Door: Sal Wood door frame with factory made flush door shutters with necessary fittings.

Bathroom Door: Frames of Granite and with FRP door shutters with necessary fittings.

Rooms: Sal wood door frame with factory made FRP shutters.

G. Kitchen Platform:

Granite Kitchen platform with stainless steel single sink with necessary fittings

Dado of 60 cm height ceramic tiles above Granite Platform.

H. Electrical Work:

All switches/fittings of Anchor/Vinay or Equivalent.

All wirings of Anchor/Polycab or Equivalent.

Details of Points will be as per Sample Unit.

I. Sanitary & Plumbing:

All Concealed Piping of CPVC Astral/Ashirvad or Equivalent.

External Piping of PVC Prince/Supreme or Equivalent.

All Sanitary fittings of Cera/Hindustan or Equivalent.

Taps of Jaguar Builder Series or Equivalent.

J. Paint:

Inside paint of OBD of Asian/Nerolac or Equivalent.

External Paint of Apex Cement based of Asian/Nerolac or Equivalent.

COMMON AMENITIES:

- 1. Club house area with provision for a Gym, indoor games like TT, Carom, Chess, etc.
- 2. Multipurpose court which would alternately be used for Indoor / smaller formats of Football/Futsal, Indoor Cricket, Basketball.
- 3. Hall for Indoor Badminton
- 4. Amphitheatre with a provision for seating along the contours of the land and a small outdoor stage.
- 5. Swimming pool
- 6. Provision for a food counter/snack bar along the pool side.
- 7. Society office

O-O-O-O-O

In witness whereof, the parties hereto have signed and executed this AGREEMENT TO SELL on the date and at the place herein before first mentioned.

Signed and delivered by -----, Authorized Signatory, <i>For M/s. Expat Projects & Development Pvt. Ltd.,</i> (Owner)	
Photo	Signature

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LHF	RHF
1	1
2	2
3	3
4	4
5	5

_____. (Allotee)	
Photo	Signature
LHF	RHF

1

1

2

2

3

3

4

4

5

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Witnesses	Signatures