

## **AGREEMENT FOR CONSTRUCTION CUM SALE**

**THIS AGREEMENT FOR CONSTRUCTION CUM SALE** is executed on this \_\_\_\_\_ of the month \_\_\_\_\_ of the Year Two Thousand Eighteen (\_\_\_\_/ \_\_/2018), at Mapusa, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa;

### **BETWEEN**

**1. M/s. ISPRAVA VESTA PRIVATE LIMITED**, a Company incorporated under the Companies Act 1956 and governed under the provisions of the Companies Act, 2013, having its Registered Office at First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (West), Mumbai - 400031, Maharashtra, India, registered with CIN No: U74900MH1992PTC065539, holding Pan Card No. AAACK0376Q, represented herein by its Authorized Signatory, \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, \_\_\_\_\_, \_\_\_\_\_, Indian National, resident of \_\_\_\_\_, Maharashtra, India, having been Authorized to enter into this Agreement for Construction Cum Sale, vide Resolution dated \_\_\_\_\_, 2018, presently residing at \_\_\_\_\_ hereinafter, for brevity's sake, being referred to as the **"FIRST PROMOTERS"**(which expression shall unless repugnant to the context be deemed to mean and include its successors and permitted assigns) **OF THE FIRST PART;**

### **AND**

**2. M/S LUXURY CASA REALTY LLP.**, a Limited Liability Partnership, having its Registered Office at 42-A, 1st Floor, Impression House,

G.D. Ambekar Marg, Wadala West, Mumbai – 400 031. LLPIN No.AAH-7718, holding PAN AAGFL5812M, represented herein by its Designated Partner, \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_ years, \_\_\_\_\_, \_\_\_\_\_, Indian National, residing at \_\_\_\_\_, he having been Authorized to sign this Agreement For Construction Cum Sale vide Resolution dated \_\_\_\_\_, 2018, presently residing at \_\_\_\_\_ hereinafter, for brevity's sake, being referred to as the **“SECOND PROMOTERS”** (which expression shall unless repugnant to the context be deemed to mean and include its Designated Partners, Partners, last surviving Partners, legal representatives, executors, administrators, successors, assigns jointly and or severally wherever the context or meaning shall so require or permit ) **OF THE SECOND PART;**

**AND**

3. (i) **Mrs.** \_\_\_\_\_ w/o \_\_\_\_\_ aged about \_\_\_\_ years, married, occupation Professional, holding PAN Card No. \_\_\_\_\_, Indian National, and (ii) **Mr.** \_\_\_\_\_ son of Mr. \_\_\_\_\_ aged about \_\_\_\_ years, married, occupation Business holding PAN Card No. \_\_\_\_\_, Indian National, both residing at No. \_\_\_\_\_ presently residing at \_\_\_\_\_ hereinafter referred to as the **“ALLOTTEES”** (which expression shall unless repugnant to the context be deemed to mean and include their respective legal heirs, representative, executors, administrators and assigns wherever the context or meaning shall so require or permit) **OF THE THIRD PART;**

## **WHEREAS:**

- a. There exists a property known as “GORCHEM BATT” or “GORCHEM VERCEM”, admeasuring 8100.00 square meters or thereabouts, bearing Survey No.117/1, situated at Assagao, within the local limits of Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, and described in the Land Office of Bardez under No.3983 at page 64 of Book No.11 (new) and under No.158 at page 159 of Book 1 (new), and enrolled in the Taluka Revenue Office under Matriz No. 753 of the first division, hereinafter, for brevity’s sake be referred to as “**THE LARGER PROPERTY**”)

## **PLOT “A”**

- b. **M/s. LUXURY CASA REALTY LLP**, the **SECOND PROMOTERS** herein is seized and possessed of all that pieces and parcels of land bearing Survey no. 117/1-A admeasuring 3975.00 square meters situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa (hereinafter referred to as “Plot A”); The said Plot A is more particularly described Firstly in **Schedule I** herein below mentioned;
- c. The said larger property originally belonged to Mr. Paulo Maria Lisboa, who was resident of Assagao, Bardez, Goa;
- d. Mrs. Maria Conceicao Fernandes e Lisboa, wife of Mr. Severino Piedade Lisboa purchased in auction held by the Court of the Judicial Division of Bardez, at Mapusa, Goa, in Execution Proceedings as per the Certificate dated 03/09/1894, the one-half of the said property for the debt of Rs.500/- along with the interest at the rate of 5% wherein the Judgment

Debtor was Mr. Paulo Maria Lisboa, and same stands inscribed in her name under Inscription Number 527;

- e. The said Mrs. Maria Conceicao Fernandes e Lisboa, expired in 1918 leaving behind following children viz.,
- i) Mr. Francisco Jose Lisboa, unmarried,
  - ii) Ms. Maria Angelica Carolina Lisboa, unmarried,
  - iii) Mr. Caitaninho Duarte Lisboa alias Caitano Jose Duarte Lisboa and his wife, Mrs. Maria Idalina Albertina Floripes Silveira Lisboa,
  - iv) Mr. Jose Vicente Lisboa alias Vicentinho Jose Lisboa,
  - v) Mrs. Lucinda Julia Lisboa, married to Luis Jose D'souza,
  - vi) Mr. Diogo Joao Lisboa married to Martimizia Adelina D'souza and
  - vii) Mr. Filippe Joseph Lisboa, unmarried, as her sole universal heirs.
- f. In terms of Deed of Sale with Discharge on Price dated 27/05/1927, executed in the Office and before, Jose Joaquim Filipe Pinto de Menezes, Notary Public of the Judicial Division of Bardez, by the Vendors of the First Part namely, Mr. Francisco Jose Lisboa, unmarried, Mrs. Maria Angelica Carolina Lisboa, unmarried, Ludomila Guilhermina Lisbao and her husband, Jose Emiterio Lobo and Caitaninho Duarte Lisboa alias Caitano Jose Duarte Lisboa and his wife, Mrs. Maria Idalina Albertina Floripes Silveira Lisboa; as the Vendors therein and as Second Party therein and Mr. Vicente Jose Lisboa alias Vicentinho Jose Lisboa as Second Party therein, the First Party sold and transferred the said half of the larger Property to the Second Party/Purchaser therein. The said Deed of Sale with Discharge on Price dated 27/05/1927, stands drawn at pages 12 reverse to page 15 reverse of Book No.346;

- g. By virtue of said Deed of Sale with Discharge on Price dated 27/05/1927, said Mr. Vicente Jose Lisboa alias Vicentinho Jose Lisboa, became the exclusive and absolute owner of the half of the larger Property i.e Plot A described firstly in Schedule I and as per Matriz Certificate bearing No.753, issued by Bardez Taluka Revenue Office, the said Plot A, stands recorded in the name of said Mr. Jose Vicente De Lisboa alias Vicente Jose Lisboa;
- h. Said Jose Vicente De Lisboa alias Vicente Jose Lisboa, and his wife, Mrs. Aduzinda Genoveva Condillac e Souza e Lisboa, expired leaving behind their only son, Mr. Jose Francis Lisboa alias Jose Francisco Antonio Luis Lisboa, married to Mrs. Cecilia Lisboa;
- i. Upon death of aforesaid Jose Vicente De Lisboa and his wife Mrs. Aduzinda Genoveva Condillac e Souza e Lisboa, necessary mutation proceedings were adopted by Jose Francis Lisboa and the names of said Mr. Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa, Mrs. Cecilia Lisboa, were entered in Form No. I and XIV of the Plot A bearing Survey No. 117/1.
- j. In terms of Deed of Partition dated 07/08/1991, executed between said Mr. Jose Francis Lisboa alias Jose Francisco Antonio Luis Lisboa, Mrs. Cecilia Lisboa, as First Party and Mrs. Ursula Lisboa alias Ursula Giraja Vallabhan and her husband, Mr. K. N. Giraja Vallabhan; Mr. Fredy Lisboa, unmarried, Ms. Filomena Lisboa, unmarried as Second Party, the heirs of Paulo Lisboa therein, said property was partitioned and was divided in to two parts viz., Plot A admeasuring 4050.00 square meters and Plot B, admeasuring 4050.00 square meters and Plot A was allotted to First Party therein and Plot B, admeasuring 4050.00 square meters was allotted to Second Party therein. The said Deed of Partition dated

07/08/1991, stands registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Reg. No.30 at Book No. I, Volume No.134 on 06/01/1992;

- k. By virtue of said Deed of Partition 07/08/1991, said Mr. Jose Francis Lisboa alias Jose Francisco Antonio Luis Lisboa, Mrs. Cecilia Lisboa, became the owners of the ( $\frac{1}{2}$  share, rights and title in the Property admeasuring i.e 8100.00) said Plot A, admeasuring 4050.00 square meters of the said Property;
- l. The Plot A was partitioned from the said Larger property bearing Survey No.117/1 and vide Letter under Ref. No.9-451-91/LS/3558 dated 21/07/1992, issued by the Office of the Director of Land Survey, Panaji, and was allotted a new Survey No.117/1-A vide Court Order No. 15/224/91/PART/LAND and area of the said plot A was reduced to 3975.00 square meters, more particularly described in the **Schedule I** herein below written;
- m. Pursuant to the said Partition the said Plot A was allotted new survey number and the names of the said Mr. Jose Francisco Lisboa and Mrs. Cecilia Lisboa were recorded in the Occupants Column of the records of Rights Form No. I and XIV of the said plot A, bearing Survey No. 117/1-A of Village Assagao, Bardez, Goa;
- n. In terms of Will dated 27/09/1990, drawn in the Office of the Judicial Division of Bardez, at Mapusa, Goa, at pages 57 v of Book No.161, said Mr. Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa, bequeathed his disposable quota in the said plot A to his son, Mr. Vicente Jose Lisboa alias Vicente Jose Caetano Lisboa;

- o. In terms of Will dated 27/09/1990, drawn in the Office of the Judicial Division of Bardez, at Mapusa, Goa, at pages 60 v of Book No.161, said Mrs. Cecilia Soares Lisboa alias Maria Cecilia Soares Lisboa, bequeathed her disposable quota in the said plot A in favour of her son, Mr. Vicente Jose Lisboa alias Vicente Jose Caetano Lisboa;
- p. The Office of the North Goa District Collector at Panaji, Goa, vide Conversion Sanad No. RB/CNV/BAR/COLL/58/2012 dated 19/03/2013, granted permission for conversion of an area 3825.00 square meters of the said plot A bearing Survey No.117/1-A from agricultural into non-agricultural use.
- q. The names of said Mrs. Cecilia Lisboa and Vincente Jose Lisboa alias Vicente Jose Caetano Lisboa stands recorded in Form I & XIV dated 19/07/2010 in respect of the said Plot A bearing Survey No.117/1-A;
- r. Said Mr. Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa expired on 20/08/1992 at Germany;
- s. Said Maria Expectacao Cecilia Lisboa alias Cecilia Lisboa expired on 14/06/2013 at Vintage Hospital, St. Inez, Panaji, Goa;
- t. Upon the death of Mr. Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa and Maria Expectacao Cecilia Lisboa alias Cecilia Lisboa, Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa, Alias Vincent Joseph Lisboa married to Mrs. Marie Melanie Lisboa along with other heirs, namely, Mrs. Merlyn Lisboa e Almeida alias Merlyn Almeida married to Mr. Cedric Eugene Almeida and Mr. Francisco Jose Lisboa married to Sharon Lisboa became the owners of the said plot A;

- u. By an Agreement for Sale dated 5<sup>th</sup> February, 2018 duly registered in the Office of the Sub- Registrar of Bardez at Mapusa, under Registration No. BRZ-BK1-00789-2018 executed between said Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa alias Vincent Joseph Lisboa and his wife, Mrs. Marie Melanie Lisboa, as the Vendors therein and **M/s. LUXURY CASA REALTY LLP (SECOND PROMOTERS herein)**, as the Purchasers therein, the said Vendors agreed to transfer, sell and assign the said Plot A to the Purchasers for the consideration and on such terms and conditions more particularly mentioned therein.
- v. Upon the death of said Mr. Jose Francisco Lisboa alias Jose Francisco Antonio Luis Lisboa and Maria Expectacao Cecilia Lisboa alias Cecilia Lisboa an Inventory Proceeding No. 71/2018/ D was instituted in the year 2018, in the Court of the Civil Judge, Senior Division at Mapusa, Goa, by their son Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa, Alias Vincent Joseph Lisboa married to Mrs. Marie Melanie Lisboa.
- w. Vide Order dated 27/09/2018, passed in the aforesaid Inventory Proceeding the said Plot A was listed as Item No. 1 and was allotted to Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa, Alias Vincent Joseph Lisboa and his wife, Mrs. Marie Melanie Lisboa
- x. On conclusion of the said Inventory Proceedings the said Plot A came into the possession of the said Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa, Alias Vincent Joseph Lisboa and his wife, Mrs. Marie Melanie Lisboa exclusively and to the exclusion of the said two others i.e. Mrs. Merlyn Lisboa e Almeida alias Merlyn Almeida married to Mr. Cedric Eugene Almeida and Mr. Francisco Jose Lisboa married to Sharon Lisboa;



y. Thereafter in terms of a registered Deed of Sale dated 28/09/2018, registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Registration No.BRZ-BK1-04231-2018, CD Number BRZD803, on 28/09/2018, executed between the said Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa alias Vincent Joseph Lisboa and Mrs. Marie Melanie Lisboa as Vendors therein and, **M/s. LUXURY CASA REALTY LLP (SECOND PROMOTERS herein)** as Purchasers therein, the said Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa alias Vincent Joseph Lisboa and Mrs. Marie Melanie Lisboa sold, transferred, conveyed, assured and assigned the said Plot A to **M/s. LUXURY CASA REALTY LLP (SECOND PROMOTERS herein)**;

z. Upon purchase of the said Plot A, the name of **SECOND PROMOTERS** is recorded in the Occupant's Column of Form I & XIV, against mutation entry no. 66653 dated 9<sup>th</sup> November, 2018 in respect of the Plot A bearing Survey No.117/1-A as Occupant's thereof;

#### PLOT "B"

aa. **SECOND PROMOTERS** are also seized and possessed of all that pieces and parcels of land bearing Survey no.117/2, admeasuring 425.00 square meters situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa (hereinafter referred to as "Plot B"). The said Plot B admeasuring 425.00 square meters, of the Property is identified as "SAKALWADO" and is more particularly described Secondly in the **Schedule I** hereunder written.

bb. The said Plot B originally belonged to one, Mr. Joao M. X. Fonseca alias Joao Matias Xavier Fonseca and Mrs. Angela Rodrigues e

Fonseca, who were residents of Assagao, Bardez, Goa. The name of said Mr. Joao M.X. Fonseca stands recorded on 16/11/71, in Form No. IX as occupant thereof prior to survey and also in the Occupant column of Form I & XIV dated 29/07/1991, in respect of the said Plot B bearing Survey No.117/2 as Occupant thereof;

cc. By a registered Deed of Sale dated 07/08/1991, registered in the Office of the Sub-Registrar of Bardez at Mapusa, Goa, under Registration No.31 at Book No. I, Volume No.134 on 06/01/1992 executed between said Mr. Joao M. X. Fonseca alias Joao Matias Xavier Fonseca and Mrs. Angela Rodrigues e Fonseca as Vendors therein and Mr. Jose Francisco Lisboa alias Joseph Francis Lisboa and Mrs. Cecilia Lisboa, as Purchaser therein, said Vendors sold and transferred the said Plot B admeasuring 425.00 square meters to the Purchase therein;

dd. By virtue of said Deed of Sale dated 07/08/1991, said Mr. Jose Francisco Lisboa alias Joseph Francis Lisboa and Mrs. Cecilia Lisboa became the exclusive and absolute owners of the said Plot B;

ee. The said Mr. Jose Francisco Lisboa alias Joseph Francis Lisboa expired on 20/08/1992, leaving behind his wife, Mrs. Cecilia Lisboa as his widow and moiety holder and his children (i) Mrs. Merlyn Lisboa e Almeida alias Merlyn Almeida married to Mr. Cedric Eugene Almeida, (ii) Mr. Vincente Jose Lisboa married to Marie Melanie Lisboa, and (iii) Mr. Francisco Jose Lisboa married to Sharon Lisboa as his legal heirs;

ff. Upon the death of said Mr. Jose Francisco Lisboa alias Joseph Francis Lisboa an Inventory proceeding No.467/2011/C was instituted by his

widow, Mrs. Cecilia Lisboa, in the Court of the Civil Judge Senior Division at Mapusa, Goa, and the said Plot B was listed at Item No.1.

gg. On 24/09/2013, in the said proceeding, said Plot B listed at Item No.1 was taken licitation/Auction by the Cabeça-de-Casal, Mr. Vincent Jose Lisboa. Accordingly the name of said Vincete Jose Lisboa alias Vincent Joseph Lisboa stands recorded in the Form I & XIV dated 05/08/2014 of the said Plot B in the Occupant Column as Occupant thereof, under mutation entry No.48336;

hh. The Office of the Deputy Collector & S.D.O., Mapusa, Bardez, Goa, vide Conversion Sanad No. CNV/BAR/06/2014/7915 dated 24/09/2014, granted permission for conversion of area admeasuring 245.00 square meters of the said Plot B, from agricultural use into residential use;

ii. By a registered Agreement for Sale dated 5<sup>th</sup> February, 2018 bearing no. BRZ-BK1-00791-2018, registered with the Sub Registrar Bardez at Mapusa Goa, executed between Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa alias Vincent Joseph Lisboa and Mrs. Marie Melanie Lisboa therein referred to as the Vendors and **SECOND PROMOTERS**, therein referred to as the Purchaser of the Other Part, the said Vendors agreed to transfer, sell and assign the said Plot B to the Purchasers for the consideration and on the terms and conditions more particularly mentioned therein;

jj. Pursuant thereto by a Sale Deed dated 27/09/2018 registered under no. BRZ-BK1-04230-2018, CD Number BRZD803, on 28/09/2018 the said Mr. Vincente Jose Lisboa alias Vincente Jose Caetano Lisboa alias Vincent Joseph Lisboa and Mrs. Marie Melanie Lisboa sold, transferred and conveyed the said Plot B to the **SECOND PROMOTERS** M/s.

Luxury Casa Realty LLP on the terms and conditions contained therein. Accordingly, **SECOND PROMOTERS** are absolutely entitled to the said Plot B as the Owners;

kk. Upon purchase of the said Plot B, the name of **SECOND PROMOTERS** is recorded in the Occupant's Column of Form I & XIV, against mutation entry no. 66435 dated 9<sup>th</sup> November, 2018 in respect of the Plot B of said Property bearing Survey no. 117/2 as occupant thereof.

ll. Plot A and Plot B defined in Schedule I hereunder written are hereinafter collectively referred to as the "**SAID PLOTS**";

mm. The **FIRST PROMOTERS** has entered into a Joint Development Agreement dated 10<sup>th</sup> February, 2018 with the **SECOND PROMOTERS** for development of the said plots on the terms and conditions and for the consideration more particularly mentioned therein.

nn. Pursuant to the said Joint Development Agreement dated 10<sup>th</sup> February, 2018 executed between the **FIRST PROMOTERS** and the **SECOND PROMOTERS**, the **SECOND PROMOTERS** have conferred unto the **FIRST PROMOTERS** the right to develop the Said Plots by way of constructing thereon a Project consisting of 9 ( Nine ) Villas.

oo. The **FIRST PROMOTERS** are entitled and authorized to construct Villas on the said plots in accordance with the recitals hereinabove.

pp. The **FIRST PROMOTERS** are in possession of the Said Plots.

qq. The **FIRST PROMOTERS** herein, have in their capacity as **Developers** prepared detailed plan for "**Monforte Vaddo**", on the said plots, comprising of 9 (Nine) residential Villas, with amenities such as

swimming pool as permitted under the law and awaiting permissions to be issued by the authorities including Office of the Village Panchayat, Assagao hereinafter referred to as the “**said Project**”.

- rr. The ALLOTES have agreed to purchase a Villa Bearing No \_\_\_\_\_ (hereinafter referred to as the **SAID VILLA**) in the Project called “**Monforte Vaddo**”, being constructed by the FIRST PROMOTERS.
- ss. The description of the Villa agreed to be purchased by the ALLOTTEE/S, have been mentioned in **SCHEDULE II** and the specifications of which are mentioned in **SCHEDULE III**.
- tt. THE FIRST PROMOTERS have appointed an Architect registered with the Council of Architects.
- uu. THE FIRST PROMOTERS have appointed a Structural Engineer for the preparation of structural design and drawings of the building and the FIRST PROMOTERS accept the professional supervision of the Architect and the Structural Engineer till the completion of the Villa/ Villas. However, the FIRST PROMOTERS shall, in their discretion have the right to remove and substitute the Structural Engineers and/ or Architects until the said entire Project shall be completely developed.
- vv. By virtue of the above Agreement as mentioned at (mm) above, the FIRST PROMOTERS have sole and exclusive rights to sell the Villas in the said project to be constructed by the FIRST PROMOTERS on the SAID Plots and to enter into Agreement/s with the ALLOTTEE/s of the Villas to receive the sale consideration in respect thereof;
- ww. On demand of the ALLOTTEE/S, the FIRST PROMOTERS have given inspection and copies to the ALLOTTEE/S of all the documents of the title

relating to the SAID PLOTS and the plans, designs and specifications prepared by the FIRST PROMOTER'S Architects and of such other documents as specified under the Real Estate ( Regulation and Development) Act 2016 (hereinafter called as "the said Act") and the Rules and Regulations made thereunder, and the ALLOTTEE/S, has acknowledged the receipt of the same;

xx.The FIRST PROMOTERS have furnished authenticated copies of the Certificate of Title issued by the Advocate or the attorney at law of the FIRST PROMOTERS, or any other relevant revenue record showing the nature of title of the FIRST PROMOTERS to the SAID PLOTS on which the Villas are constructed or are to be constructed which title is to the satisfaction of the ALLOTTEE/S and the ALLOTTEE/S acknowledges receipt of the said documents.

yy.The FIRST PROMOTERS have furnished to the ALLOTTEE/S the authenticated copies of the plans of the Layout as proposed by the FIRST PROMOTERS and as approved by the competent authorities and according to which the construction of the Villas and open spaces are proposed to be provided for on the said project have been handed over to the ALLOTTEE/s .The same is hereby to the satisfaction of the ALLOTTEE/s and the ALLOTTEE/s has/have confirmed and acknowledged the same.

zz. While sanctioning the said plans, competent authorities and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the FIRST PROMOTERS while developing the SAID PLOTS and the said project and upon due observance and performance of which the completion or occupancy certificate in respect of the said villa/s shall be granted by the concerned competent authority.

- aaa. The FIRST PROMOTERS shall accordingly commence construction of the said villa/s / project in accordance with the said approved plans.
- bbb. The **ALLOTTEE/S** are aware of the fact that the FIRST PROMOTERS has entered / is entering into separate agreements with several other persons and/or parties who are interested in acquiring the other 8 (Eight) villas in the said Project.
- ccc. 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;
- ddd. The ALLOTTEE/s has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The FIRST PROMOTERS have made full disclosure to the ALLOTTEE/S as per law.
- eee. Prior to the execution of these presents the ALLOTTEE/S has agreed to pay the consideration for the SAID VILLA as detailed in **Schedule IV** hereto which includes part payment received on or before the signing hereof.
- fff. 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;
- ggg. Prior to the execution of these presents the ALLOTTEE has carried out independent due diligence and has satisfied himself/herself/ themselves fully as to the marketability of the title of the SECOND PROMOTERS to the

SAID PLOTS (more particularly described in Schedule I hereunder written) and has fully satisfied himself/herself/ themselves as to the authority of the FIRST PROMOTERS to develop and sell the same and has paid to the FIRST PROMOTERS a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only excluding all taxes, being advance payment as per section 13 of Act, (the payment and receipt whereof the FIRST PROMOTERS both hereby admit and acknowledge ) and the ALLOTTEE/S has agreed to pay to the FIRST PROMOTERS the balance of the sale consideration in the manner hereinafter appearing.

hhh. The FIRST PROMOTERS has registered the Project under the provisions of the Act with the Goa Real Estate Regulatory Authority under Certificate No. \_\_\_\_\_ authenticated copy is attached in **Annexure “\_\_\_\_\_”**.

iii. Under Section 13 of the said Act the FIRST PROMOTERS is required to execute a written Agreement for Sale of the Said Villa with the ALLOTTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

jjj. The FIRST PROMOTERS shall construct and complete the construction of the said Villa as per the specifications/ List of Items to be provided in the said Villa set out in “**Schedule III**” herein and as per the plan annexed hereto. The FIRST PROMOTERS represents and warrants that they shall use high standard, good quality material required for the construction of the said Villa and shall not (subject to the exceptions stated herein above) in any manner vary or deviate or differ from the plans annexed hereto;

kkk. The ALLOTTEE/s shall pay to the FIRST PROMOTERS Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being



the sale consideration of the Villa (which amount excludes all such taxes & any other taxes/ amounts/ duties/ charges as may be applicable and shall be payable by the ALLOTTEE/s), along with its proportionate undivided right, title and interest in the said plots, which is subject to the terms and conditions hereinafter appearing;

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE  
WITNESSETH THAT AND IT IS HEREBY AGREED BY & BETWEEN  
THE PARTIES HERETO AS UNDER**

1. The SECOND PROMOTERS have represented to the ALLOTTEE/S that they are seized and possessed of the said plots having a good, valid, subsisting, clear and marketable title over the said plots.
2. The FIRST PROMOTERS agree to construct for the ALLOTTEE/s villa \_\_\_\_ in Monforte Vaddo on the plot admeasuring \_\_\_\_\_ square metres consisting of \_\_\_\_ bedroom and living, dining, kitchen admeasuring \_\_\_\_\_ square metres carpet area. The Villa shall also have an exclusive carpet area of balcony of \_\_\_\_\_ square metres with an exclusive terrace area \_\_\_\_\_ square metres (said villa) as shown in the floor plan thereof hereto annexed and marked as “**Annexure \_\_\_\_**” for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only which includes the proportionate incidence of common areas and facilities appurtenant to the villa, (the nature, extent and description of the common areas and facilities are more particularly described in the “**Schedule V**” annexed herewith. The plot is shaded in yellow colour, “Monforte Vaddo \_\_\_\_” and accompanying pool demarcated in red colour on the plan annexed hereto, in the said development on the said plots described in “**Schedule I**” hereinafter written along with the undivided right in the common areas of the said plots corresponding to the area of the plot size of the

said Villa (hereinafter referred to as the “**Undivided Right in the Plots**”). The common areas of the said plots are parking area demarcated in pink colour, a buggy track demarcated in blue colour, staff quarters demarcated in yellow colour and service areas demarcated in green colour on the Plan at **Annexure ‘A’** hereto signed by the Parties for identification.

3. **CONSIDERATION:** The ALLOTTEE/ s hereby agree to purchase from the FIRST PROMOTERS and the FIRST PROMOTERS hereby agree to construct and sell to the ALLOTTEE/ s the fully constructed and completed Villa along with the Undivided Right in the Plots, for a consideration of **Rs.**\_\_\_\_\_/-(**Rupees** \_\_\_\_\_) **only (Total Sales Consideration)** plus any other taxes/ amounts/ duties/ charges as may be applicable and shall be payable.
4. The ALLOTTEE/s shall as per section 194-IA of the Income Tax Act deduct a sum equivalent to 1% of the total consideration which works out to **Rs.** -----as TDS from the total sale consideration and shall deposit the same to the Income Tax Authority.
5. The ALLOTTEE/s have paid a sum of **Rs.** -----plus applicable taxes of **Rs.** ----- i.e. Total of **Rs.** -----as advance money towards the construction of the said Villa of which the FIRST PROMOTERS/ Developer acknowledges and admits receipt. All charges are payable by the ALLOTTEE/s along with all taxes as may be applicable.
6. The ALLOTTEE/s shall make payments, within 15 (Fifteen) days from the date of receipt of a written request from the FIRST PROMOTERS, of all amounts under this Agreement as set out in “**Schedule IV**” hereunder written. The FIRST PROMOTERS represent and warrant that they shall provide Architect’s certificate and photographs stating that the construction stage as mentioned in **Schedule “IV”** has been completed for further payments to be made.

7. The benefit of Input Tax Credit under Section 171 of GST Act 2017, has been passed on to the ALLOTTEE/s by way of commensurate reduction and such reduction has been factored in the consideration.
8. It is agreed by and between the Parties hereto that in the event of default of payment within 15 days by the ALLOTTEE/S of any instalment in time as stipulated in “**Schedule IV**”, the FIRST PROMOTERS shall give a notice of seven days in writing to the ALLOTTEE/S, by email at the email address or by Registered AD, at the address provided by the ALLOTTEE/S, of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches as mentioned by the FIRST PROMOTERS within the period of notice, then at the end of such notice period, the FIRST PROMOTERS shall have the option to either terminate these presents or accept interest from the ALLOTTEE at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which the amount becomes due, up to the date on which the same is fully realized by the FIRST PROMOTERS. If the ALLOTTEE/S refuses to accept the notice, the date of attempted delivery by postal authorities shall be deemed to be the date of service of notice for the purpose of counting the period of notice. If the FIRST PROMOTERS exercise their said option to terminate these presents on the ground mentioned above and does so terminate the same, they shall pay the ALLOTTEE/S such amount paid to them, (save and except a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_- Only) being 20% of the Total Sales Consideration (exclusive of taxes) which shall be forfeited without interest. In such event, the ALLOTTEE/S shall only have money claim simpliciter on the FIRST PROMOTERS. Upon such termination, the ALLOTTEE/S shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the FIRST PROMOTERS or their successors or assigns or over the SAID VILLA or any part thereof, and the FIRST

PROMOTERS shall be entitled to deal with and dispose of the SAID VILLA to any other person/s as they may desire without recourse or reference to the ALLOTTEE/s. Further the FIRST PROMOTERS are liable to make such refunds only after the FIRST PROMOTERS have resold the SAID VILLA and after the FIRST PROMOTERS have received monies due from any such new prospective ALLOTTEE/S of the SAID VILLA. The process of termination shall be deemed to have been completed on the date on which the FIRST PROMOTERS send the letter of termination under Certificate of Posting or Register A.D. at the address of the ALLOTTEES furnished by the ALLOTTEES to the FIRST PROMOTERS and duly recorded in this agreement under Clause 42.

9. The right of the FIRST PROMOTERS to receive interest as aforesaid shall not entitle the ALLOTTEES to delay the payment of any instalment/s. Provided further that any amount paid in arrears by the ALLOTTEES to the FIRST PROMOTERS shall be first appropriated towards interest dues, if any, and the balance towards the principal amount.
10. The FIRST PROMOTERS shall complete the construction of the said Villa as per the specifications/ list of items to be provided in the said Villa as mentioned in the “**Schedule III**” hereto and tender the possession thereof to the ALLOTTEES by \_\_\_\_\_(Handover Date) or as may be in future revised with prior exclusive consent of allottee/s on receipt of occupation certificate and after completion of interior work of the said villa. If the FIRST PROMOTERS fail to abide by the time schedule for completing the project and handing over the SAID VILLA to the ALLOTTEE, the FIRST PROMOTERS agree to pay to the ALLOTTEE, who does not intend to withdraw from the said project, interest at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank Of India, on all the amounts paid by the ALLOTTEE, till completion of the Project and handover of the Villa to the Allottee/s. The ALLOTTEE/S too agree to pay to the FIRST PROMOTERS, interest as specified in the Rule and as mentioned in Clause 8 above, on all delayed payment which become due and

payable by the ALLOTTEE/S to the FIRST PROMOTERS under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE(s) to the FIRST PROMOTERS.

11. The FIRST PROMOTERS shall give possession of the Villa to the ALLOTTEE/S on or before \_\_\_\_\_ (Handover Date) or as may be in future revised with prior exclusive consent of allottee/s on receipt of Occupancy Certificate from the Competent Authorities and after completion of the interior work of the Villa which includes its interiors, provided the ALLOTTEE/S shall have made payment of the instalments towards the purchase price of the said Villa and other charges, deposits mentioned herein as agreed upon without delay for the time stipulated for payment thereof. If the FIRST PROMOTERS fail or neglect to give possession of the SAID VILLA to the ALLOTTEE/S on account of reasons within his control and his agents by the aforesaid date then the FIRST PROMOTERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by it in respect of the Villa with interest at the same rate as mentioned in the Clause 8 hereinabove from the date the FIRST PROMOTERS received the sum till date the amounts and interest thereon is repaid.

12. If in any case the construction and completion of the said Villa is delayed for no fault of the FIRST PROMOTERS on account of any or all of the following factors i.e. (a) Any force majeure events such as war, civil commotion or act of God (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court, then the FIRST PROMOTERS shall be entitled for a reasonable extension of time from handover date for giving possession of the said Villa.

13. As soon as the Occupancy Certificate, without any qualification, is received by the FIRST PROMOTERS and the said Villa is ready for occupation i.e after

completion of the villa which includes its interiors, the FIRST PROMOTERS shall notify the ALLOTTEE/S of the same in writing.

14. Within 30 (Thirty) days from the date of receipt of the above referred notice, the ALLOTTEE/S shall take possession of the said Villa by paying the balance consideration amount payable under this Agreement to the FIRST PROMOTERS and performing all the terms and conditions and stipulations contained herein to be performed and observed by the ALLOTTEE/S.

15. The ALLOTTEE/S shall be deemed to have taken possession of the said Villa on or after the 30<sup>th</sup> (Thirtieth) day of notice as aforesaid, hereinafter referred to as the “the Deemed Date of Possession”, irrespective of whether the ALLOTTEE/S takes actual physical possession thereof or not. After the Deemed Date of Possession of the said Villa, the ALLOTTEE/S shall hold the possession of the said Villa solely at their own risks and responsibilities.

16. The ALLOTTEE/S, upon taking possession of the said Villa, shall own and possess the same absolutely and to the exclusion of the FIRST PROMOTERS and shall have no claims against the FIRST PROMOTERS on any account, except the defect liabilities and warranties.

17. Upon paying the entire sales consideration of the said Villa, the FIRST PROMOTERS, along with the SECOND PROMOTERS shall execute and register a Deed of Sale of the said Villa along with the Undivided right in the plots. It is clarified that nothing herein stated shall confer or be deemed to have been conferred upon the ALLOTTEES exclusively any right or title to the common driveway, parking, common internal roads, internal paths, passages, staircases, overhead water tanks, sewers, water meters, well, underground tanks, common staff quarters or any other common facilities to the exclusion of the FIRST PROMOTERS and / or the ALLOTTEE/S or occupants of the other villas forming part of the said Project.

18. After occupation, the ALLOTTEES shall use the said Villa for Residential purpose only for which said Villa is being sold to and purchased by him/her/them.

19. The FIRST PROMOTERS represent that they shall assist the ALLOTTEE and the ALLOTTEES of the other Villas in the Project in forming a Maintenance Cooperative Society and registering the same under The Goa Co-operative Societies Act, 2012.

20. Once the instalments and dues payable by the ALLOTTEES to the FIRST PROMOTERS have been fully paid off, the ALLOTTEES shall be entitled to deal with and dispose of the said Villa and the Undivided Right to the said plots, in any manner whatsoever.

21. In case the electricity meter or any other utility meter is obtained and installed by the FIRST PROMOTERS before handing over the possession of the said Villa, the ALLOTTEES shall be liable to pay the electricity charges or any other utility charges as may be applicable to the FIRST PROMOTERS from the date of possession or from the Deemed Date of Possession, whichever is earlier.

22. The FIRST PROMOTERS shall have a first lien and charge on the SAID VILLA agreed to be sold to the ALLOTTEE(s), in respect of any amount payable by the ALLOTTEE(s) to the FIRST PROMOTERS under the terms and conditions under this Agreement.

23. **LOANS** : If the ALLOTTEE(s) avail of home loan / finance from a Housing Financial Institution (HFI) for purchase of the Said Villa and notwithstanding any stipulations by or terms and conditions agreed between the Allottee(s) and the HFI, it shall always remain the Allottee(s) liability and responsibility to ensure that the HFI sends each of the instalments to the FIRST PROMOTERS on or before the due dates stipulated herein. If and where required, the FIRST PROMOTERS shall hand over to the Allottee(s) and / or the HFI post-dated Demand Letters/ Notices duly countersigned and endorsed by the Allottee(s) in respect of each of the instalments payable. The Allottee(s) alone shall be

responsible to remind the HFI of each payment of the time-bound instalments to the FIRST PROMOTERS, so that these are not delayed beyond the due dates stipulated in SCHEDULE IV hereunder. In the event of any default or delay in receipt of timely payment by the FIRST PROMOTERS of any instalment from the HFI, the FIRST PROMOTERS reserves the right at their sole discretion to either terminate this Agreement in the manner provided for herein and, subject to other provisions herein, refund to the HFI all amounts paid by the ALLOTTEE or accept such delayed payment from the ALLOTTEE along with applicable interest i.e two percent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India. On such termination and repayment the HFI and the Allottee(s) shall cease to have any charge/rights on the said Villa.

24. The FIRST PROMOTERS shall confirm the final carpet Area that has been allotted to the ALLOTTEE(s) after the construction of the Villa is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent.

25. DEFECTS: If within a period of five years from the date of handing over the Villa to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the FIRST PROMOTERS any structural defect in the Villa or the Project in which the Villa is situated or any defects on account of workmanship, quality, provision of service, then, wherever possible such defects shall be rectified by the FIRST PROMOTERS at their own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the FIRST PROMOTERS, compensation for such defects in the manner provided under the Act. In case the ALLOTTEE/S carry out any work within the Villa after taking possession, resulting in any cracks and dampness or any other defect within or to the adjoining Villa/s, then in such event the FIRST PROMOTERS shall not be liable to rectify or pay compensation. But the FIRST PROMOTERS may offer services to rectify such defects with nominal charges as determined by the FIRST



PROMOTERS. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc. cannot be considered as defective work. However, this warranty is limited to structural defect and shall not be applicable or extend to or be valid in respect of:

- i) Any bought – out item/ specification / manufacture including but not limited to electrical, plumbing, joinery or other fittings covered by a warranty of the manufacturer thereof.
- ii) Any structure/ item/specification that is broken or damaged due to mishandling, misuse, wear –and-tear or due to inadequate preventive maintenance by the Allottee(s) or his/her/ their workmen, tenants, occupants of the Villa.
- iii) Any construction/ addition/ alteration/ modification in or to the Villa installed or carried out by the Allottee(s) or its agents after the FIRST PROMOTERS have handed over possession of the villa or during the furnishing or interior decoration thereof.
- iv) Hairline cracks in plaster or wall finishes, as these shall not constitute structural defects as specified in 25 above.
- v) Any defects arising consequent to use of the Villa for rental activity or commercial purposes or in the event that the villa is put to any use other than for purely residential purpose.

## **26.REPRESENTATIONS AND WARRANTIES OF THE FIRST PROMOTERS :**

**THE FIRST PROMOTERS hereby represents and warrants to the ALLOTTEE/S as follows:**

- i) **THE FIRST PROMOTERS** has requisite rights to carry out development upon the SAID PLOTS and also has actual, physical and legal possession of the SAID PLOTS for the implementation of the Project.

- ii) **THE FIRST PROMOTERS** have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain balance approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the SAID PLOTS or the Project.
- iv) There are no litigations pending before any Court of Law with respect to the SAID PLOTS or the Project.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, SAID PLOTS, and said Villa 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, SAID PLOTS**, and said Villa shall be obtained by following due process of law and the **FIRST PROMOTERS** have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, **SAID PLOTS**, and said Villa and common areas.
- vi) The **FIRST PROMOTERS** have right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected;
- vii) The **FIRST PROMOTERS** have not entered in to any Agreement For Sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the SAID PLOTS, including the Project and the SAID VILLA which will, in any manner, affect the rights of the ALLOTTEE/S under this Agreement.
- viii) The **FIRST PROMOTERS** confirm that the **FIRST PROMOTERS** are not restricted in any manner whatsoever from selling the SAID VILLA to the ALLOTTEE/S in the manner contemplated in this Agreement.
- ix) The **FIRST PROMOTERS** have duly paid and shall continue to pay and discharge undisputed government 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 plots) has been received or served upon the FIRST PROMOTERS in respect of the SAID PLOTS and / or the Project.
- xi) The FIRST PROMOTERS shall not carry out any additional alterations in the sanctioned plan, layout plans and specifications and nature of fixture, fittings and amenities in respect of the SAID VILLA without previous consent of the ALLOTTEE. However, FIRST PROMOTERS are entitled to make minor additions and alterations as may be necessary due to structural reasons duly recommended and verified by the authorized Architect or Engineer which intimation shall be sent to the ALLOTTEE.
- xii) In the event there are alterations, modifications, revisions and or additions in the sanctioned plans, layout plans and specifications of the project or common areas within the project, PROMOTERS shall intimate the ALLOTTEES of the said project who have executed an Agreement for Sale in respect of the said project Monforte Vaddo at the relevant time when the FIRST PROMOTERS intend to carry out the alterations or additions and the notice to that effect shall be issued to the ALLOTTEES of the said project to which the ALLOTTEES will not object.
- xiii) Any such variations/ changes/ amalgamations/ alterations as mentioned above shall be intimated by the FIRST PROMOTERS to the ALLOTTEES in writing vide email at the email address provided or by Registered AD at the address provided by the ALLOTTEES under Clause 42 of present Agreement. If the ALLOTTEES does/ do not revert within 7 days with objections, if any, then such changes shall be deemed to be

accepted by the ALLOTTEES and the FIRST PROMOTERS shall be allowed to carry out such changes.

- xiv) The standard specifications, may, at times, vary within the same category Villas in the project to the extent of overall differences such as colour, size, shade, appearance and also in terms of unit- cost material(s) or items(s) intended to be provided to various Villas in the Project as all the villas to be constructed by the First Promoters on the said Plots are custom designed and based on the preferences of the each buyer. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations to shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch, colour, texture and other variations.
- xv) Throughout the construction of the said Villa, the **FIRST PROMOTERS** will keep the ALLOTTEE/S informed in writing on a regular basis the status / progress of the construction work.
- xvi) Prior to handing over possession of the said Villa, the **FIRST PROMOTERS** shall construct and complete the construction of the Villa, carry out the general and/or common jobs including water supply, water pipe, drainage, sewerage, paving, compound wall etc. including in particular the whole of civil work, plumbing work, water connections, sanitary work, electrical works etc. in a good workman like manner including all and every job to be done to construct and fully and effectively complete the said Villa and obtain Occupancy Certificate from the authorities.
- xvii) The **FIRST PROMOTERS** shall indemnify and keep the ALLOTTEES indemnified from and against any claims for damages or losses suffered or sustained by the ALLOTTEES by reason of any costs, charges or expenses incurred or any suits, actions or proceedings instituted or any

claims, damages, demand or prejudice caused or that may be taken or made by any public body or authority or by any person or persons whomsoever for anything committed or omitted or done or caused or contemplated or purported or sought to be committed or omitted or done by the FIRST PROMOTERS for or during the development of the Project including the construction of the said Villa or by virtue of any violation of the Central/ State or local laws or any other rules or regulations in connection with the development of the Project including the construction of the said Villa or by virtue of non-payment of any taxes, dues, duties, charges, payments or outgoings in respect of the development of the Project including the construction of the said Villa, including any taxes paid by the ALLOTTEES to the **FIRST PROMOTERS** for payment to the appropriate authorities, but are not paid by the **FIRST PROMOTERS** to the appropriate authorities.

- xviii) In the event any Taxes and/or any other Government Duty or Tax is payable in relation to the purchase of the said Villa, the same shall be borne by the ALLOTTEE/s and the ALLOTTEE/s hereby agree and undertake to pay all such Taxes and Duties. If any such taxes are paid by the ALLOTTEE/s to the FIRST PROMOTERS, FIRST PROMOTERS, agrees and undertakes to pay such taxes paid by the ALLOTTEE/s to the appropriate tax authorities and agrees to indemnify the ALLOTTEE/s and keep them indemnified against all claims or demands that may be made by the Authorities.
- xix) The FIRST PROMOTERS shall from time to time duly and fully insure and keep insured the workmen, labourers and others employed at site against all injuries etc. arising out of accidents, fire or otherwise howsoever. Notwithstanding the provisions of any act, rule, regulation in this behalf, it is expressly agreed between the Parties hereto that the FIRST PROMOTERS shall be fully liable for and shall indemnify the

ALLOTTEE/s against any liability, loss, claim or proceedings whatsoever arising in respect of personal injury to or the death of any person or persons employed or hired by the FIRST PROMOTERS or any other third party whomsoever arising out of or in the course of or caused by the development of the Project including the construction of the said Villa. The ALLOTTEE/s shall not be liable in any manner whatsoever to pay any compensation, penalty, damages or otherwise in respect of any injury or accident to any workmen or other third parties.

## **27. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

The Allottee/s for himself/ themselves with intention to bring all persons in whose hands the Villa may come, hereby covenants with the FIRST PROMOTERS as follows:

- i. To maintain the Villa at the ALLOTTEE/S own cost in good and tenantable repair and condition from the date the possession of the Villa is taken and shall not do or suffer to be done anything in or to the Project in which the Villa is situated which may be against the rules, regulations or bye- laws or change/ alter or make addition to the Project in which the Villa is situated and Villa itself or any part thereof without the consent of the local authorities as required.
- ii. Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project in which the Villa is situated or storing of which goods is objected to by the concerned local authority and shall take care while carrying heavy packages which may damage or likely to damage the common areas / passages, or any other structure of the Project in which the villa is situated, including the entrances of the Project in which the Villa is situated and in case any damage

is caused to the Project in which the villa is situated on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequences of breach.

- iii. To carry out at his/her/their own cost all internal repairs to the SAID VILLA and to maintain the Villa in the same condition, state and order in which it was delivered by the FIRST PROMOTERS to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the Project in which the villa is situated or to the 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 the ALLOTTEE/S committing any act in the contravention of the above provision, the ALLOTTEE/S 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 make any addition/s or alteration/s of whatever nature in or to the SAID VILLA or any part thereof, nor make any alteration in the outside colour scheme of the Villa 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 protect and support shelter to the other parts of the Project in which the Villa is situated and not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members of the Said Project without the prior permission of the FIRST PROMOTERS and/or the Society. In such case, obligations of the FIRST PROMOTERS as per section 14(3) of the RERA

Act and the applicable Rules, shall be void and /or not applicable and / or shall stand discharged.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said VILLA and the Project 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 in any portion of the SAID PLOTS in which the Villa is situated.
- vii. Pay the PROMOTERS within seven days of demand by the PROMOTERS, his/her/their 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 other service connection to the Project in which the Villa is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such levies, if any, which are imposed by the concerned local authority and / or Government and/ or public authority, on account of change of user of the Villa by the ALLOTTEE/S for any purposes other than for purpose for which it is sold.
- ix. The ALLOTTEE/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Villa until all the dues payable by the ALLOTTEE/S to the FIRST PROMOTERS under this Agreement are fully paid up and only if the ALLOTTEE/S has not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has



intimated in writing to the FIRST PROMOTERS and obtained a written consent of the FIRST PROMOTERS for such transfer, assignment or parting with the interest etc.

- x. The ALLOTTEE/S shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Villas therein and for the observance and performance of the Project Rules, Regulations and Bye- Laws for the time being of the concerned local authority and of Government and other public body. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the Villa in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement.

- 28. The PROMOTERS shall maintain a separate account in respect of sums received by the FIRST PROMOTERS from the ALLOTTEE as advance or deposit, sums received on account of share capital for the promotion of the Maintenance Society or association or towards outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 29. 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 the Said Plots and Project or any part thereof. The Allottee/s shall have no claim save and expect in respect of the Villa along with proportionate undivided share hereby agreed to be sold to him/her/them. All unsold or un-

allotted inventory shall continue to remain the property of the FIRST PROMOTERS until sold/allotted.

30. This Agreement may only be amended by the written consent of the Parties.
31. This Agreement will be binding upon and endure to the benefit of the FIRST PROMOTERS, their administrators, successors and assignees and will be binding upon and endure to the benefit of the ALLOTTEE/S, his / her/ their/ legal heirs., executors, administrators, successors, transferees and permitted assignees. This Agreement is for the sole benefit of the Parties hereto. No Party's obligation is for the benefit of any third party and no third party can acquire any enforceable right with respect to this Agreement. Any rights, liens or claims of the banks, financial institutions or other entities / person (s) that are permitted by the FIRST PROMOTERS to extend home-loans/ finance to the Allottees(s), shall be subordinate and subject to the FIRST PROMOTERS lien over and rights and claims in respect of the Villa.
32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of any right, title or interest in or to the Villa, the Project, the SAID PLOTS or any part or portion thereof. The Allottee(s) shall have no claim save and except in respect of the Villa hereby agree to be sold to him/her/them and all open spaces, car parking spaces , lobbies, staircases, and recreation spaces will remain the property of the FIRST PROMOTERS and the SAID PLOTS shall remain the property of the SECOND PROMOTERS until the said structure of the Villas and the SAID PLOTS is/are transferred to the Entity/Association, or the Sale Deeds in respect of the Undivided Rights are executed with the Allottee(s) of Villas in the Project.

- 33.** 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.
- 34.** Wherever in this Agreement it is stipulated that the ALLOTTEE/S has to make any payment, in common with other ALLOTTEE(s) in project, the same shall be in proportion to plot area of all the Villas in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces / service area shall be added to plot area of respective ALLOTTEES.
- 35.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonable 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.
- 36.** The ALLOTTEE/S have given express consent to the FIRST PROMOTERS to raise any loans against the SAID PLOTS and /or the Project and to mortgage the same with any Bank or Banks or any other Party. This Consent is on the express understanding that any such loan liability shall be cleared by the FIRST PROMOTERS before the SAID VILLA is handed over to the ALLOTTEES.
- 37.** If any time prior to the execution of the Deed of Conveyance and handing over respective premises to the ALLOTTEE/S as stipulated under this

Agreement, if the Floor Area Ratio presently applicable to the SAID PLOTS is increased, such increase shall ensure exclusively for the benefit of the FIRST PROMOTERS alone without any rebate to the ALLOTTEES.

38. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements, publicity, promotional material etc, these presents shall constitute the complete and comprehensive contract between the parties hereto, unless otherwise specifically agreed upon in writing.
39. The ALLOTTEES should not demolish or cause to demolish the said VILLA or any part thereof, nor at any time make or cause to make any addition/s or alteration/s of whatever nature in or to the SAID VILLA or any part thereof, nor make any alteration in the outside colour scheme of the Villa 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 protect and support shelter to the other parts of the Project in which the Villa is situated and not chisel or any in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members of the said Villa without the prior permission of the FIRST PROMOTERS.
40. The ALLOTTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the FIRST PROMOTERS may require from him from time to time in this behalf for safeguarding, inter alia, the interest of the FIRST PROMOTERS and the ALLOTTEE/S.
41. Any delay tolerated or indulgence shown by the FIRST PROMOTERS in enforcing the terms of this Agreement or any forbearance of giving of time to the ALLOTTEES by the FIRST PROMOTERS of any breach or non-compliance of any of the terms and conditions of the Agreement nor shall the same in any manner prejudice the rights of the FIRST PROMOTERS.

**42. NOTICES :** Any notices, letters, reminders, documents, papers etc to be given hereunder by either party to the other shall be made in writing and effected either by Registered Post A/D, by electronic mail, or by facsimile. Notices delivered by facsimile will be deemed communicated as of actual receipt. Electronic mail will be considered communicated as of notification of a delivery receipt to receiver. Mailed notices will be deemed communicated as of two working days after mailing. Mailed notices shall be addressed as follows:

To FIRST PROMOTERS	To: ALLOTTEE/S
Address : First Floor, Impression House, 42A, G.D. Ambekar Marg, Wadala (W), Mumbai - 400031 Email : <a href="mailto:legal@isprava.com">legal@isprava.com</a>	Address : No. Email :

The ALLOTTEES shall also, from time to time notify any change in his/her/their address to the FIRST PROMOTERS. Any letters, reminders, notices, documents, papers etc. in relation to this Agreement made at the said notified address or at the changed address by Hand Delivery or Registered A.D. or Under Certificate of Posting or through a Courier Service agency, shall be deemed to have been lawfully served to the ALLOTTEE/S and the FIRST PROMOTERS shall not in any way be responsible or liable in the event the said notices are returned unserved at the notified address for any reasons whatsoever and all obligations and liability under this Agreement on the part of the ALLOTTEES shall arise on the date of service of notice and/or return of notice as unserved for any reason whatsoever.

**43.JOINT ALLOTTEES:** In case of Joint Allottes, all communications shall be sent by the FIRST PROMOTERS to the ALLOTTEE whose name appears

first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all these ALLOTTEES.

44. DISPUTE RESOLUTION- Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the GOA RERA Authority as per the provisions of the Real Estate (Regulation and Development ) Act, 2016 , rules and Regulations, there under.
45. The ALLOTTEE/S shall present this Agreement at the proper Registration Office for registration within the time limit prescribed by the Registration Act, and the FIRST PROMOTERS and the SECOND PROMOTERS upon being duly notified by the ALLOTTEE/ s will attend such office and admit execution thereof.
46. The Stamp Duty, Registration Charges and other charges if any applicable at the time of registration of this Agreement, Deed of Conveyance/Sale Deed, Transfer Deed, etc., in respect of the said Villa and the undivided right in the plots shall be borne solely by the ALLOTTEE/s.
47. The Possession the said villa has not been handed over to the ALLOTTEE/S and shall be handed over upon the execution of the Deed of Sale.
48. That the, SECOND PROMOTERS, FIRST PROMOTERS and the ALLOTTEES hereby declare that neither the parties nor the original owners of the said villa and plots in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.
49. The Plots described in Schedule I is a non agricultural property. This Agreement for Construction cum Sale is complying with the Foreign Exchange Management Act, 1999 and Reserve Bank of India Guidelines.

The office of the Civil Registrar-cum-Sub Registrar- Bardez shall not be responsible if the parties violate FEMA and RBI Guidelines.

- 50.** This Agreement for Construction Cum Sale is engrossed/ printed on stamp papers of total value of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only) which is 2.9% payment of the Stamp Duty that is due and payable on account of the transfer of the Villa effected by virtue of this Agreement which is the market value i.e. a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only). All charges are payable by the ALLOTTEES along with all taxes as may be applicable.
- 51.** 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 in India for the time being in force and the Goa Courts will have the jurisdiction for this Agreement.

## **SCHEDULE I**

### **DESCRIPTION OF THE SAID PLOTS**

#### **Firstly**

##### **(DESCRIPTION OF PLOT A)**

ALL THAT plot admeasuring 3975.00 square meters bearing Survey No.117/1-A, of the larger property known as “GORCHEM BATT” or “GORCHEM VERCEM”, situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, said property is described in the Land Office of Bardez under No.3983 at page 64 of Book No.11 (new) and under No.158 at page 159 of Book 1 (new), and enrolled in the Taluka Revenue Office under Matriz No. 753 of the first division said plot as an independent and distinct entity is bounded as under:-

On or towards the North:by Property bearing Survey No.115,

On or towards the South: by Property bearing Survey No.117/2 and 117/3,

On or towards the East: by Property bearing Survey No.117/1

and

On or towards the West: by Property bearing Survey No. 114/6.

#### **Secondly :**

##### **DESCRIPTION OF PLOT B**

ALL THAT plot admeasuring 425.00 square meters, of the Property identified as “SAKALWADO”, bearing Survey No.117/2, situated at Assagao, within the local limits of the Village Panchayat of Assagao, Taluka and Registration Sub-District of Bardez, District of North Goa, in the State of Goa, said property is neither described in the Land Office and nor found enrolled in the Taluka Revenue Office, and bounded as under :-

On or towards the East: by Survey No.117/3,



On or towards the West: by Survey No.114/6 of Comunidade of Assagao,  
On or towards the North: by Plot A, of Survey No.117/1 and  
On or towards the South: by the Road.

## **SCHEDULE II**

**(DESCRIPTION OF THE SAID VILLA)**

## **SCHEDULE III**

**(SPECIFICATIONS/ LIST OF ITEMS TO BE PROVIDED IN THE SAID  
VILLA)**

(List of White Goods)

## **SCHEDULE IV**

**PRICE OF THE SAID VILLA**

**(INSTALLMENT SCHEDULE)**

The ALLOTTEES accept and agree to pay to the FIRST PROMOTERS the said consideration amount towards the purchase of the said Villa “Monforte \_\_” in the following stages/payment structure. All below charges are payable by the ALLOTTEES and excludes all taxes as may be applicable.

## **SCHEDULE V**

### **Common Areas and Facilities**

## **SCHEDULE NO.VI**

### **(Definitions)**

1. **CARPET AREA:** Carpet Area means the net usable floor area of a Villa, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa. In the event of any methodology, being required, is changed leading to a changed area , such a change shall have no bearing on the consideration so long as the said Villa is constructed as per the sanctioned plans annexed herewith.
2. **AREA OF BALCONY:** shall mean the area of the balcony, which is appurtenant to the net usable floor area of a Villa meant for the exclusive use of the ALLOTTEE. When the balcony is enclosed, the carpet area shall be measured from the line of the Villa as per sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the carpet area of the balcony.

3. AREA OF TERRACE / SERVICE AREA; shall mean area of the terrace / service area or duct, which is appurtenant to the net usable floor area of the Villa, meant for the exclusive use of the Allottee. The area of the terrace/ service area or duct shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing / louvers.
4. ACT OF GOD OR FORCE MAJEURE: shall include but not restricted to any natural calamity, act of legislature, restrictions by Courts, man-man calamity like riots, wars, civil commotion, accidents and acts beyond the control of the FIRST PROMOTER.

NOW IN WITNESS WHEREOF the SECOND PROMOTERS, FIRST PROMOTERS and the ALLOTTEES have signed and affixed their signatures on this Agreement for construction cum sale after understanding its contents at the place, day, month and year, first written above.

**SIGNED AND DELIVERED BY** )

Within named FIRST PROMOTERS )

**Isprava Vesta Pvt. Ltd.** )

Through its Authorised Signatory )

Mr. \_\_\_\_\_ )

Pursuant to the resolution )

passed at the meeting of the )

Board of Directors held on \_\_\_\_\_ )



LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

IN THE PRESENCE OF:

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED AND DELIVERED BY

Within named SECOND PROMOTERS

**M/s. Luxury Casa Realty LLP**

Through its designated Partner

Mr. Vishal Subhedar

--

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

IN THE PRESENCE OF:

1. \_\_\_\_\_
2. \_\_\_\_\_

**SIGNED AND DELIVERED BY**

Within named ALLOTTEE

1. Mrs. \_\_\_\_\_

--

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

In the presence of

1.

2.

SIGNED AND DELIVERED BY

Within named ALLOTTEE No.2

2. Mr. \_\_\_\_\_

--

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

In the presence of

1.

2.

## R E C E I P T

RECEIVED the day and year first hereinabove written )

of and from the within named ALLOTTEES )

a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only )

\_\_\_\_\_ Only )

by Cheque Nos. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_)

Bank, paid till the execution hereof )

WE SAY RECEIVED

For ISPRAVA VESTA PVT. LTD.

AUTHORISED SIGNATORY