

AGREEMENT TO SELL

This Agreement is made at Panaji, Goa on this ____ day of the month of _____, before the Sub-registrar, Ilhas, Tiswadi, Panaji-Goa.

BETWEEN

GOAN REAL ESTATE AND CONSTRUCTION PVT. LIMITED, a Private Limited Company duly registered under the Indian Companies Act, 1956 with PAN No. AAACG6924A having its registered office at Dynamix House, Yashodham, Gen. A.K. Vaidya Marg, Goregaon (East) Mumbai – 400063 Maharashtra State represented herein by their authorized signatories - VIZ

1) _____ son of late _____, aged ____ years, _____, Indian National, resident of _____, holder of Pan Card No. _____, and Aadhar Card No. _____ and **2)** _____, son of late _____, aged ____ years, _____, _____, resident of _____, _____, _____, _____ (E), _____, holder of Pan Card No. _____, and Aadhar Card No. _____ authorized as such by a resolution of the Board of Directors passed at its meeting held on _____, hereinafter referred to as **“VENDOR”** (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include their successors and assigns) **OF THE ONE PART**

AND

1. **Ms.** _____, aged 46 years, married, service, daughter of Mr. _____, and wife of _____, Holder of PAN CARD No. _____ and OCI CARD No. _____, Canadian National, person of Indian Origin as defined in the foreign exchange management (Acquisition and Transfer of Immoveable Property in India) Regulation 2000 and

2. Mr. _____, aged 55 years, married, service, son of late _____, Holder of PAN Card No. _____, Indian National, and both residents of _____, local address _____, hereinafter both jointly referred to as “**ALLOTTEESS**” (which expression shall, unless repugnant to the context or meaning thereof, deem to mean and include their respective heirs, administrator and executor) of the **OTHER PART**

[NOTE: THE ABOVE DESCRIPTION WOULD VARY CASE TO CASE – SO APPLY APPROPRIATE CHANGES FOR EVERY AGREEMENT]

WHEREAS:

(A) The **VENDOR** were the Sole and absolute Owners in possession of, or otherwise well and sufficiently entitled to,

a large property consisting of various contiguous pieces and parcels of land or properties bearing S.Nos. 12/1, 12/2, 14/1, 14/2, 15/1, 16/1, 17/1, 17/2&3, 18/1, 19/1,2&3, 20/1, 2&3, 21/1 to 8, 31/1 – A, 34/1 & 4, 35/1, 35/2 & 5, 95/1, 96/1, 99/2, 100/1 and 101/1, of village Bambolim, Taluka Tiswadi, Goa, hereinafter referred to as “the said Larger Property”.

AND

(i) There are no covenants affecting the said property except by reason of and to the extent of false claim for about 2000 sq.mtrs on portion of S No 12/1 already sold to Goan Hotel and Realtors Pvt Ltd [CHECK EXACT NAME].

(ii) There are no impediments attached to the said property except by reason of and to the extent of any mortgage by the VENDOR of relevant part/portion.

(iii) There are no Tenants in the said property except by reason of and to the extent of false claim on part of S.No 31/1 by one Vinod Martin & Another and matter is subjudice.

(iv) There is no illegal encroachment on the said property except by reason of and to the extent on part of S.No 31/1 by one Vinod Martin & Another for which the Panchayat has already taken steps for removal and matter is subjudice.

(v) Details of mortgage lien or charge:- Oriental Bank of Commerce - Goan Real Estate and Construction Pvt has obtained Term Loan from OBC bank vide agreement of term loan dated 10th June 2014 , agreement of Term Loan for immovable property dated 10th June 2014 , agreement of Hypothecation of Assets dated 10th June 2014 , to part finance construction of Frangipani villas in phase II and apartments in Phase V Sector 2.

Primary Security

Equitable Mortgage of project land admeasuring

- a) 7098 sq.mtrs with proposed construction of 10 villas, Phase 2 at Aldeia de Goa ,Bambolim having MV of Rs. 53.42 crores and RV of Rs 50.75 Crores.
- b) 22250sq mtrs with proposed construction of flats , Phase 5 (sector2) at Aldeia de Goa, Bambolim , North Goa having MV of Rs.169.83Crores and RV of Rs.161.34 Crores.
- c) Hypo of all projects receivables existing and future in respect of 10 villas and 176 flats. Aldeia de Goa Bambolim Goa.

Collateral security:

Equitable mortgage of land admeasuring :

- a) 4872sq mtrs used for construction of commercial complex, Phase I having MV of Rs 21.93crores and RV of 20.83 crores , Aldeia de Goa Bambolim north Goa.

b) 5597.50 sq mtrs of 6 residential plots (nos 394,395,397,401,404,399) Phase 2 having MV of 32.36 crores and RV of Rs. 30.74 Crores , Aldeia de Goa Bambolim , North Goa.

c) 6678 sq mtrs of one commercial plot no 358, Phase 2 having MV OF Rs. 50.08crores and RV of Rs. 47.58 crores , Aldeia de Goa, Bambolim , North Goa.

AND WHEREAS the **VENDOR** are entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinbelow;

(B) The **VENDOR** have proposed a development scheme of “the said Larger Property” as a composite manifold development scheme named as “Aldeia De Goa” consisting of sub-division of the land and also to put up, or cause to be put up constructions/carry out other permissible development thereon in a phased manner as may be determined by the **VENDOR** and duly permitted by the authorities concerned from time to time, with statutory common amenities, facilities, internal roads, open spaces and other necessary statutory requirements for approval of such development scheme by the authorities concerned.

- (C)** The **VENDOR** have transferred and conveyed an area of 94011 sq.meters out of the said larger property being 12/1 (part) admeasuring 85036 sq.meters (77628 sq.mtrs + 7408 sq.meters), 99/2 (full) admeasuring 6150 sq.meters and 12/2 (full) admeasuring 2825 sq.meters to Goan Hotels and Clubs Pvt. Ltd. [now known as Goan Hotel and Realty Pvt Ltd, by a Deed of Sale and Conveyance dated 04/11/2006 registered in the office of the sub-registrar of Ilhas Taluka, under registered no. 2940 at pages 1 to 511 of Book I Volume 1710 on 07/11/2006) read with Deed of Rectification dated _____ (to said Deed of Sale and Conveyance dated 04/11/2006) made and executed at Panaji Goa on 03rd July, 2010 and registered in the office of the sub-registrar of Ilhas Taluka, under registered No. 1998 at pages 466 to 482 of Book 2, Volume No. 2246 dated 13-7-2010 for putting up thereon a hotel project.
- (D)** The Vendor has also sold/agreed to sell, various sub divided Plots in Phase 1 and Phase II of the Layout of said Larger Property from time to time.
- (E)** The Vendor has commenced development for Phase V of the Layout of said Larger Property and continuing with development in Phase V by construction of Villas,

Buildings with Residential Premises and other amenities and facilities for said Phase V.

(F) The **VENDOR** have already completed Phase I of the aforesaid Development Scheme consisting of sub-divided sub-plots in the part of the said Larger Property bearing survey No.31/1-A except proposed development on said Commercial Plot [presently part of which is used as Site Office].

(G) The **VENDOR** have initiated Phase II of the said Development Scheme in the part of the said Larger Property having survey nos. 15/1, 16/1, 35/1, 17/3, 19/2, 20/2, 21/1, 21/3, 21/5, 14/1, 19/3, 17/2, 18/1, 19/1, 20/1, 21/2, 20/3, 21/4, 21/6, 21/7 and 21/8 of different separate properties purchased under six Deeds of Sale and Conveyance, totally admeasuring 1,80,750 sq. mtrs as listed below fully mentioned and described in the Schedule I hereunder written hereinafter referred to as “the said Property”.

(a) Property having survey no. 15/1 & 35/1 (40,875 sq. mtrs) by a Deed dated 7th Feb 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under

no. 444/93 filed in book I Vol 222 dated 12th March 1993.

SURVEY NO. 15/1

Property situated at Bambolim Village, within the Panchayat of Curca Bambolim, Santan, Tiswadi Taluka Goa, described in Land Registration office under no. 2350 at folio 255 V of book B – 27, and enrolled in Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no.15, sub-division 1 of village Bambolim admeasuring 33,425 sq.mts.

SURVEY NO. 35/1

All that property called Rautalem Zin or Santalem Bata, situated at village Bambolim, Taluka Tiswadi Goa and described in the Land Registration office under no. 2350 at folio 255 V of Book B – 27 and enrolled in the Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under Nos. 35, Sub-division No.1 admeasuring about 7,450 sq.mts.

- (b) Property having survey no. 16/1 (39,425sq.mtrs) by a Deed dated 7th November 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 249/93 book no. I Vol 215 dated 16th Feb 1993.

Property situated at Bambolim Village, within the village Panchayat of Curca Bambolim, Santana, Tiswadi, Taluka, sub-district Ilhas, District Goa, described in Land Registration office under no. 2350 at folio 255 V of Book B – 27 and enrolled in Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no. 16/1 sub-division 1 of village Bambolim admeasuring 39,425 sq.mtrs.

The above two properties a and b are enrolled in the Taluka Revenue Office under Matriz Predial (Revenue) Nos. 169, 170 and 171.

(c) Property having survey no. 17/3, 19/2, 20/2, 21/1, 21/3, and 21/5 (35,325 sq. mtrs) by a Deed dated 8th Nov 1993, at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 821 at pages 269 to 585 book no. I Vol no. 301 dated 17th June 1994.

‘A’--All that property known as “Vanealem Bata” situated at Bambolim village within the village Panchayat of Curca, Bambolim Santana described as a whole in the Land Registration office at Tiswadi Taluka at Panaji, under no. 13218 at folios 13 of Book B – 35

New and enrolled in the Revenue office of Ilhas Taluka, Panaji, Goa under Matriz Predial (Revenue) nos. 172, 173, 175, 176, 179, 180, 183, 185 and 188.

All that property known as “Nauchecho Cudco” situated at Bambolim village within the village Panchayat of Curca, Bambolim, Santana described in as a whole in the Land Registration office of Tiswadi Taluka at Panaji under no. 13217 at folios 12V of Book B – 35 New and enrolled in the Revenue office of Ilhas Taluka, Panjim, Goa, under Matriz Predial (Revenue) nos. 172, 173, 176, 179, 180, 183, 185 and 188.

All that property known as “Vanealem Bhatt” described in the Land Registration office of Tiswadi Taluka, Panaji under no. 20704 at folio 102 of Book 35 New consisting of coconut grove which is one of the property described in the land Registration office of Tiswadi Taluka at Panaji under no. 13218 at folio 13 of Book 35 New and forms a distinct property by itself.

‘B’-- All that property known as “Nauchecho Cudco” described in the Land Registration office of Tiswadi Taluka, Panaji, under no. 20705 at folio 103 of Book 55 new situated at Bambolim village consisting of coconut

grove being one part of two additions of the whole property described under no. 13217 at folio 12V of Book 35 New forming property described by itself.

Both the properties **‘A’** and **‘B’** are inscribed in the name of Subraya Pandurang Camotim Mamai alias ‘Xaba’ and his wife Smt. Satyabhama Camotim Mamai under No. 22861 at folio 30 of book G 36 and are surveyed under nos. 19/2, 17/3, 21/1, 21/3, 21/5 and 20/2 having a total area of 35,325 sq.mts and enrolled in the Matriz Predial (Revenue) office of Ilhas, Tiswadi Taluka, Panjim, Goa under Matriz Predial (Revenue) Nos. $\frac{1}{2}$ of 172, $\frac{1}{2}$ of 173, $\frac{1}{2}$ of 175, $\frac{1}{2}$ of 176, $\frac{1}{2}$ of 179, $\frac{1}{2}$ of 180, $\frac{1}{2}$ of 183, $\frac{1}{2}$ of 185 and $\frac{1}{2}$ of 188 each.

Both these properties bearing land registration no. 20704 and 20705 are surveyed under no. 17/3, 19/2, 20/2, 21/1, 21/3 and 21/5.

(d) Property having survey no.14/1, 19/3, and (20,575 sq. mtrs) by a Deed dated 24th July 1991 at Panaji registered in the office of the sub-registrar of Ilhas Taluka under no. 587 at pages 550 to 630 book no. 1 vol no. 591 dated 28th April 1997.

All that property known as “Sancoacho” situated at Bambolim village, within the Panchayat of Curca, Bambolim Santan, Tiswadi Taluka – Goa described in the Land Registration office of Tiswadi at Panaji under no. 13216 at folio 11. 12 V and 13 of Book B – 35 New, and enrolled in Matriz Predial (Revenue) Nos. 172, 173, 175, 176, 179, 180, 183, 185 and 188 and in recent survey surveyed under no. 14/1, 14/2 and 12/2.

All that property known as “Nauxecho Cudco” situated at village Bambolim, Taluka Tiswadi – Goa, and described in the Land Registration office under no. 13217 at folio 12V of Book B – 35 New and enrolled in the Matriz Predial (Revenue) under nos. 172, 173, 175, 176, 179, 180, 185 and 188 and in recent survey surveyed under no. 19/3.

(e) Property having survey no. 17/2, 18/1, 19/1, 20/1, 20/3, 21/2, 21/4, 21/6 and 21/7 (43,275 sq.mtrs) situated within the Village Panchayat of Bambolim by a Deed dated 16th March 1990 and registered in the office of the sub registrar of Ilhas Taluka under no. 242/91 filed in book no. I vol 126 dated 11th Feb 1991 and is described in the Land registration office, Tiswadi, at Panaji under no. 3580 at page 34 of Book B – 10 New,

bearing Matriz Predial (Revenue) Nos. 174, 177, 178, 181, 182, 184, 186 and 187.

(f) Property having survey no. 21/8 (1275 sq. mtrs) by a Deed dated 29th April 1992 registered in the office of the sub registrar of Ilhas Taluka under no. 599/93 book no I Vol. 229 dated 21st April 1993.

“All that property known as “Satpal” situated at Bambolim village, within the Panchayat of Curca Bamolim Santan, Tiswadi Taluka – Goa, described in Land Registration office of Tiswadi at Panaji under no. 15632 at folio 88 of book B – 41 New. The property is inscribed under No. 8753 at folio 88 of Book G – 17 of Tiswadi, Panaji Goa. The property is not enrolled in Matriz Predial (Revenue) in the Taluka Revenue office.

(H) The **VENDOR** have sub-divided the said Property into sub-plots of various areas, sizes and dimensions for which the Village Panchayat of Curca, Bambolim and Talaulim has granted provisional N.O.C under Ref. No. VP/CBT/2004-05/193 dated 1st July 2004, pursuant to which the **VENDOR** have offered the sub-divided sub-plots of the provisionally approved sub-division to prospective

ALLOTTEES thereof and completed Sale of various sub-divided Plots.

- (I) The above mentioned Phase I and Phase II has certain common amenities, facilities, internal roads, open spaces and other statutory requirements etc as set out in the order of the PPDA Panaji - Goa, under ref No. PPDA/TIS/Dev/238/1470/04 dated 11th June 2004 and same or as may be amended by further approvals are concomitants and incidents or incidental to secure the final N.O.C for the proposed sub-division mentioned above.
- (J) Consequent to the satisfaction of the requirements set out in the order of the Planning Development Authority, Panaji, Goa under reference no. PPDA/TIS/DEV/238/1470/04 dated 11th June 2004, and the final order of the Town and Country Planning, Panaji under reference no. TIS/3801/BAM/07/1775 dated 24/10/2007, the said Village Panchayat of Curca, Bambolim, and Talaulim, has issued a final N.O.C. for the said sub-division under reference no. VP/CBT/2007-08/655 dated 02/11/2007.

(K) The **VENDOR** has proposed addition and alteration of Layout for Phase I & Phase II including relocation of certain common areas after consulting and with NOC of the Ad-hoc Committee formed of Plot Purchasers/Owners within Phase I & II and same is to be approved by concerned authorities. A proposed amended Layout for Phase I & II [excluding portion sold to said Goan Hotel & Realty Pvt. Ltd. which is independent Layout] is as per Annexure ____ hereto and the Purchaser has noted the same and such Layout as may be approved with such amendment as necessary would be deemed to have been part of this Agreement including for the purpose of disclosure.

(L) The **VENDOR** have expressed their intention to put up/cause to be put up but all or any of them may not be feasible or actually put up. Such proposed amenities may include and few of these are developed to be developed now as per proposed Layout such as gardens, tennis court, jogging track, walkway, view points, children play area, washrooms; security cabins, meditation hall (functional at present) and a club house with swimming pool, tennis courts, badminton court (covered), squash court, billiard room, table tennis, cards room, bar, restaurant, gymnasium and health spa (to be constructed

based on pace of development); separate swimming pools and multi utility rooms for each Pod **in Phase V** within the said Larger Property.

- (M)** The **VENDOR** has also proposed to retain a Plot within Phase II and to develop thereon a full fledged Club House with ownership and management to be vested in the **VENDOR**. The said Club would be open for membership to Plot Owner and Premises Owners in Phase I, II and V as well as for all outsiders eligible as per **VENDOR'S** norms/discretion for membership. The membership of said Club to be operated by the **VENDOR** or its nominee/s shall be on payment of applicable charges and subscription fees and usage charges as stipulated by the **VENDOR** or its nominee/s. The First named **ALLOTTEES** herein and/or his/her nominee (in case of First **ALLOTTEES** being Firm/Company/HuF/AoP) shall, so long as **ALLOTTEES** own and possess the Plot/Premises/Villa as agreed to be purchased under these presents, will be entitled to membership of such Club when completed and commenced / made operational and to use the said Special Amenities and Facilities or part thereof as provided in such Club as per rules and regulations framed by the **VENDOR** and/or its nominee (in case of Firm/Company) for the purpose and membership

to Club & use of facilities shall be subject to payment of fees, costs, charges & expenses stipulated in that behalf. The membership of First **ALLOTTEES** or his/her/its nominee (in case of Firm/Company), as the case may be, shall be only for himself/herself and his/her their spouse. The ownership, management and control of the said Club and Special Amenities advantages, features and Facilities therein shall remain with the **VENDOR** and/or any person/s or entity, as the **VENDOR** may determine in their sole discretion. As for the said common areas, open spaces, and other concomitants within Phase I & II of the said Development Scheme are concerned [as per proposed Layout], the **VENDOR** initially and on completion of the development on the said Larger Property, an Apex Body or Company or Association of Persons as may be formed of all Plot Owners, Premises Owners or their Society within Phase I and II, shall be entrusted with the management and control thereof. Likewise, the said common areas, open spaces, and other concomitants within Phase V of the said Development Scheme are concerned, based on decision of Ad-hoc Body of Premises Purchasers in Phase V, the common areas may be earmarked for specific POD for maintenance by respective purchasers in concerned POD or their Apex Body for all Premises/Society/ies within Phase V shall be entrusted with the management

and control thereof. Pending such decision, the **VENDOR** may undertake to manage the same at costs and expenses of Purchasers of Premises in said PODs within Phase V as per Agreement to Sell entered into with them.

(N) The **ALLOTTEES** is aware that the description of nature of development and what is undertaken or proposed is not with the intent or object that the **ALLOTTEES** has any say or right to interfere or object to the same but as a disclosure requirement. The **ALLOTTEES** is concerned for time being with the premises agreed to be purchased by him/her/it and manner in which same is to be developed and terms of purchase thereof,

(O) The **VENDOR** having obtained the Construction Licence No. VP/CBT/2012-13/Constn.lic/1317 dated 01-12-2012 and NOC from Director of health Service vide No. UHCP/DHS/NOC/2012-13/1787 dated 28-08-2012 and Town Planner, Town and Country Planning Department NOC vide No. TIS/3801/BAM/TCP/12/981 dated 21-08-2012 and thereafter further renewed vide No. VP/CBT/2015-16/Constn/1335 dated 07-12-2015 and have proposed mini Layout within Phase II for development of few amalgamated Plots and to construct Villas on undivided & indivisible Layout basis and to offer

the Villas out of the mini Layout so being developed within “the said Property” known as Frangipani forming part of the said Composite Development Scheme and to offer for sale such Villas to prospective **ALLOTTEES**, willing to purchase the same upon the terms and conditions and at or for a consideration as fair market value thereof to be incorporated in the respective Agreements for Sale of the Villa to be executed with the **VENDOR** and restricted further to design and Architectural parameters in respect of use of the said Villa with ultimate intent to transfer the portion of Land in the said mini Layout with common areas for purchaser of such Villas to the incorporated Body to be formed by such **ALLOTTEES** after all the Villas are sold and entire purchase price and all other amounts are received by the **VENDOR** from them and with covenant of such **ALLOTTEES** to bear and pay towards their contribution/share of expenses either directly or through such Society/incorporated body [as case may be] for other common areas and facilities in the Development Scheme of Phase I & Phase II to the **VENDOR** or Apex Body of Plot Owners in Phase I and II [excluding owners of said Hotel premises and said Club House to be owned and managed by **VENDOR** and said Commercial Plot and the **VENDOR**

who are not and shall not be liable for any such contribution].

(P) **AND WHEREAS,** the said mini Layout is being developed on _____ sq.mtrs of now undivided and indivisible land within Phase II development on which the proposed Villas and other amenities are proposed consuming the FSI/FAR as permissible of said _____ sq.mtrs plot without any correlation to the physical Plot on which Villas are situate and therefore the purchasers of Villas cannot claim any sub-division of the respective portion of Plot to be occupied by them with Villas thereon and the said _____ sq.mtrs plot would be conveyed/transferred to the incorporated body/association/society as may be formed by the Purchasers of Villas within such mini Layout. The reference to Conveyance/Transfer in these presents is confined to the said _____ sq.mtrs plot together with all Villas and amenities within the said _____ sq.mtrs plot for common use and benefits of all purchasers of Villas within the said _____ sq.mtrs plot and to be maintained at their costs and expenses in addition to bearing and contributing for costs and expenses for other common areas and facilities to Apex Body as referred herein for Pahse I & Phase II development. The said _____ sq.mtrs plot is more particularly described in Schedule ____ hereto

and hereinafter referred to as said Plot and the block plan of the proposed development on said Plot [subject to changes as necessary] is annexed hereto and marked as **Annexure ____**.

(Q) **AND WHEREAS** with a view to augment resources for construction on said Plot and other objects, the VENDOR has created a mortgage/charge on said Plot and raised finance from the Bank on terms and conditions mutually agreed and details whereof are in the Certificate of Title.

(R) **AND WHEREAS** before entering into these presents, the VENDOR has obtained NOC from the said Bank and inter alia got the Villa which is subject matter of this Agreement released for sale thereof subject to terms in the NOC Letter dated _____ annexed hereto as **Annexure ____**. The VENDOR has reserved the rights to alter or change the mortgage arrangements with the said Bank or to enter into any other or further arrangement with other Bank/Financial Institution provided however that the said Villa shall during the validity of these presents, be kept out of the purview of such arrangement/mortgage with said bank or any other Bank/Financial Institution, provided always that the Purchaser/**ALLOTTEES** abides

by the terms of this Agreement and the said NOC at **Annexure ____**.

(S) AND WHEREAS the **ALLOTTEES** is aware and accepts that under these presents the **ALLOTTEES** is agreeing to purchase ownership rights for the Villa only and the consequential right of exclusive use of appurtenant land as earmarked in these presents and the consequential right of common use of facilities in the said mini Layout i.e said Plot and the consequential right of access and common use of common areas and facilities within Phase I & II subject to payments of his/her/its share of expenses and costs in that regards exclusively or pro-rate as the case may be and that the said Plot would be conveyed to the incorporated body and after completion of the transaction as contemplated herein, save and except the said Villa the **ALLOTTEES** will not have no ownership rights in any part/s of the Layout of said Larger Property and till the validity of these presents the **ALLOTTEES** do not have and is not intended to have any rights except to purchase the said Villa in terms of these presents.

(T) AND WHEREAS the **VENDOR** has entered into a standard Agreement with an Architect registered with the Council of

Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

)Q) AND WHEREAS the **VENDOR** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy of the registration certificate issued in that regards is attached in Annexure ‘__’;

(U) AND WHEREAS the **VENDOR** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **VENDOR** accepts the professional supervision of the Architect and the structural Engineer till the completion of the Project.

(V) AND WHEREAS on demand from the **ALLOTTEES**, the **VENDOR** has given inspection to the **ALLOTTEES** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **VENDOR's** Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

(W) AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **VENDOR**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the **VENDOR** to the said Plot on which the Villas are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

(X) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority for Phase I & II have been annexed hereto and marked as Annexure __-1 which are subject to the proposed Layout as per Annexure __ for said Phase I & Phase II being submitted/submitted and as may be approved by concerned Authorities.

(Y) AND WHEREAS the authenticated copies of the plans of the mini Layout for said Plot as proposed by the **VENDOR** and according to approval whereof the construction of the Villas and open spaces are proposed to be provided for on the said project known as “FIRANGIPANI” have been annexed hereto and marked as Annexure __-2.

(Z) AND WHEREAS the authenticated copies of the plans and specifications of the Villa agreed to be purchased by the **ALLOTTEES**, as sanctioned and approved by the local authority have been annexed and marked as Annexure D which is subject to just and necessary amendments if any in manner agreed by the ALLOTTEE as set out hereafter.

(AA) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **VENDOR** while developing the project land and the said Villa and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Villa/s shall be granted by the concerned local authority.

(BB) AND WHEREAS the **VENDOR** has informed the **ALLOTTEES** and the **ALLOTTEES** has accepted that the planning and specification of Villas are liable to be amended as per choice of Purchaser and so also the mini Layout and amenities etc proposed within mini Layout based on personal choice of Purchaser of Villa or requirement of Planning Authority or law in force and amendments in future and primarily from perception of

marketing/sale based on which the viability and economics of the development in said mini Layout has been contemplated and the **ALLOTTEES** has expressly given up and waived all and any rights for seeking his/her/its NOC for effecting such changes and amendments except for change if any in the Villa agreed to be purchased by him/her/it provided such changes/amendments in Villa agreed to be purchased by him/her/it are substantial and prejudicial to his/her/it such as reduction in area beyond 5% or reduction in amenity such as floor tiles of lower brand etc.

(CC) AND WHEREAS the **VENDOR** has accordingly commenced construction of the Project Villa/s in accordance with the said proposed plans.

(DD) AND WHEREAS the **ALLOTTEES** has applied to the **VENDOR** for allotment of Villa being constructed in the said Project,

(EE) AND WHEREAS the RERA carpet area of the said Villa is _____ square meters.

(FF) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(GG) AND WHEREAS, prior to the execution of these presents the **ALLOTTEES** has paid to the **VENDOR** a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Villa agreed to be sold by the **VENDOR** to the **ALLOTTEES** as advance payment or Application Fee (the payment and receipt whereof the **VENDOR** both hereby admit and acknowledge) and the **ALLOTTEES** has agreed to pay to the **VENDOR** the balance of the sale consideration in the manner hereinafter appearing.

(HH) AND WHEREAS, the **VENDOR** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no._____.

(II) AND WHEREAS, under section 13 of the said Act the **VENDOR** is required to execute a written Agreement for sale of said Villa with the **ALLOTTEES**, being in fact these presents and also the ALLOTTEE has to register such Agreement under the Registration Act, 1908 on payment by the ALLOTTEE of all costs and charges including the

applicable stamp duty and registration charges and other sums as applicable.

(JJ) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR** hereby agrees to sell and the **ALLOTTEES** hereby agrees to purchase the Villa as described in these presents.

(KK) AND WHEREAS the **VENDOR** have obtained Sanad vide Nos. CNV/TIS/79/92 dated 30-3-1994, CNV/TIS/103/91 dated 30-3-1994 and No. CNV/TIS/85/90 dated 15-1-1990.

(LL) AND WHEREAS the **ALLOTTEES**/s being desirous of purchasing a Villa in the said Sub-Division of the said property, has agreed to purchase from the **VENDOR** and the **VENDOR** have agreed to sell to the **ALLOTTEES**/s a Villa _____ admeasuring ____ **sq.ft** (____ **Sq.mts**) in area, on a plot admeasuring ____**sq.mtrs** in survey No. _____, free from encumbrances, charges, liens, claims and demands of whatsoever nature, fully mentioned and described in **Schedule II** hereunder written and shown in **Red** Colour Boundary line in the approved Sub-Division plan annexed hereto at or for a total consideration of **Rs.** ____/- (**Rupees** _____ **Only**) as the market value

thereof in the locality, hereinafter referred to as “the said Villa”.

(MM) AND WHEREAS the **ALLOTTEES**/s has/have taken inspection & copies of all the documents of title of “the said Property”, as well as the respective permissions and approvals obtained by the **VENDOR** in respect of the said Sub-Division of “the said Property” including the sanctioned Plans and Construction Licence for proposed Construction within mini Layout of Residential Villa issued by the said Village Panchayat of CurcaBambolim and Talaulim vide its Letter under Reference No. VP/CBT/2012-13/Constn.lic/1317 dated 01-12-2012 and further renewed vide No. VP/CBT/2015-16/Constn/1335 dated 07-12-2015 and has/have thus satisfied himself/herself/themselves that the **VENDOR** are the absolute Owners in possession of the said Property and the said Plot and have full right, power and absolute authority to agree to sell and enter into this Agreement for Sale of the Villa agreed to be purchased and on completion of transaction by the Purchaser as recorded herein also entitled to sell, transfer, convey and give possession thereof and pass on the title thereof to the **ALLOTTEES**/s, on the **ALLOTTEES**/s fulfilling all the terms and

conditions of this Agreement to Sell between the parties hereto in that behalf.

(NN) The Purchaser/**ALLOTTEES** shall be entitled to deduct from the purchase price the applicable TDS subject to providing the Certificate of payment thereof to the concerned authority for benefit of the VENDOR, within 7 days of such deduction so as to be treated as payment made under these presents to the VENDOR.

(OO) Apart from the purchase price and other sums payable by the Purchaser/**ALLOTTEES** to the VENDOR, the **ALLOTTEES** shall bear and pay and undertakes to pay all taxes, GST, levies, cess etc as applicable now or in future alongwith the payment of instalments towards purchase price and other sums as per law in force and as may be applicable under law in force from time to time. Non payment of any such sums and/or delay and demur in payment thereof shall also be deemed as fundamental breach of the agreed terms and entail the consequences including termination of these presents by VENDOR.

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

1. The recitals hereinbefore having acceptance, knowledge, representations and covenants of the ALLOTTEE forming fundamental provisions of this Agreement shall be deemed not have been recorded herein as operative part and shall be read and construed accordingly and be binding on the **ALLOTTEES** and enforceable accordingly. Anything inconsistent or contrary if at recorded hereafter or any previous correspondence etc shall stand superseded by the covenants and acceptances of the **ALLOTTEES** so recorded herein and the provisions hereafter shall be read in consonance with this clause.
2. The **VENDOR** shall construct the said Villa on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

*Provided that the **VENDOR** shall have to obtain prior consent in writing of the **ALLOTTEES** in respect of variations or modifications which may adversely affect the Villa of the **ALLOTTEES** except any alteration or addition required by any Government authorities or due to change in law and as explained hereinbefore.*

3(a) The **ALLOTTEES** hereby agrees to purchase from the **VENDOR** and the **VENDOR** hereby agrees to sell to the **ALLOTTEES** Villa No. of carpet area admeasuring sq. metres (hereinafter referred to as "the Villa") as shown in the plan thereof hereto annexed and marked Annexures __ for the consideration of Rs. including Rs. The portion of land appurtenant and beneath the Villa is to be conveyed as recited hereinbefore.

3(b) The **ALLOTTEES** has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee/earnest money which stands adjusted as part of purchase price [subject to right of forfeiture thereof as reserved hereinafter] and hereby agrees to pay to that **VENDOR** the balance amount of Rs(Rupees) in the following manner :

- (i) Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the **VENDOR** on the execution of Agreement

- (ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the **VENDOR** on completion of the Plinth of the Villa.
- (iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the **VENDOR** on completion of the slabs including podiums and stilts of the Villa.
- (iv) Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the **VENDOR** on completion of the walls, internal plaster, floorings doors and windows of the said Villa.
- (v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the **VENDOR** on completion of the Sanitary fittings, staircases, lift wells, lobbies of the said Villa.
- (vi) Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the **VENDOR** on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Villa.
- (vii) Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Villa to the **ALLOTTEES** on or after receipt of occupancy certificate or completion certificate.

The time for payment of instalments as above within notice period as per demand letter is the essence of the contract and failure to make payments accordingly shall apart from payment of interest also render this Agreement to be terminated at discretion of the **VENDOR**.

The **ALLOTTEES** shall be entitled to deduct from the purchase price the applicable TDS subject to providing the Certificate of payment thereof to the concerned authority for benefit of the **VENDOR**, within 7 days of such deduction so as to be treated as payment made under these presents to the **VENDOR**.

- 3(c) The Total Price as above and all other sums payable on or before possession to the **VENDOR** excludes all Taxes including GST and Cess or any other similar taxes which may be levied, in connection with the present transaction and same shall payable to the **VENDOR** in addition and as applicable now or up to the date of handing over the possession of the Villa and on the maintenance etc after the possession is taken.

3(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time and the increase due to addition and alteration required by the **ALLOTTEE** and the purchase price and other sums payable by the **ALLOTTEES** are not subject to reduction for any reason whatsoever except at discretion of the **VENDOR**. The **VENDOR** undertakes and agrees that while raising a demand on the **ALLOTTEES** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **VENDOR** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the **ALLOTTEES**, which shall only be applicable to be paid with subsequent payments on demand but in any event payable on or before possession with interest if any applicable for delay or demur.

3(f) The **VENDOR** shall confirm the final carpet area that has been allotted to the **ALLOTTEES** after the construction of the Villa is complete and the occupancy 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **VENDOR**. If there is any reduction in the carpet area within the defined limit then **VENDOR** shall refund the excess money paid by **ALLOTTEES** within forty-five days with annual interest at the rate specified in the Rules, from the date when last instalment is paid which shall be deemed towards payment of such an excess amount paid by the **ALLOTTEES**. If there is any increase in the carpet area allotted to **ALLOTTEES**, the **VENDOR** shall be entitled to demand additional amount from the **ALLOTTEES** alongwith the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement.

- 3(g) The **ALLOTTEES** authorizes the **VENDOR** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **VENDOR** may in its sole discretion deem fit and the **ALLOTTEES** undertakes not to object/demand/direct the **VENDOR** to adjust his payments in any other manner.

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

2.2 Time is essence for the **VENDOR** as well as the **ALLOTTEES**. The **VENDOR** shall be subject to force majeure and other constraints including due to any Court proceedings or slump in the sales of its product under development within said Plinth etc abide by the time schedule for completing the project as envisaged and handing over the Villa to the **ALLOTTEES** and the said Plot with common areas to the Association/Society of the **ALLOTTEES** of all premises within said Plot after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **ALLOTTEES** shall make timely payments of the instalment and all other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the

VENDOR as provided in clause 3(c) herein above.
("Payment Plan").

4. The **VENDOR** hereby declares that the Floor Space Index available as on date in respect of the said Plot is square meters only. The **VENDOR** has disclosed the said Floor Space Index of _____ as presently permissible and proposed at present the same to be utilized by it including for construction of the said Villa No ____ with aim and intent to use and exploit the further or other FSI/FAR as may be permissible for the said Plot upto the Conveyance of the said Plot and reserves the rights for alteration of the mini Layout of the said Plot including amalgamation of any adjoining Plot/s for consuming the entire such FSI and also for any vertical or horizontal expansion of any unsold Villas for the purpose and **ALLOTTEES** has agreed to purchase the said Villa No ____ based on the proposed construction and sale thereof and the development of said Plot to be carried out by the **VENDOR** by utilizing the existing and proposed FSI including to make necessary amendments in Layout & Building Plans for the purpose and also due to any change in present norms compelling any reduction in FSI permissible for said Plot.

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

4.2 Without prejudice to the right of **VENDOR** to charge interest in terms of sub clause 4.1 above, on the **ALLOTTEESS** committing default in payment on due date of any amount due and payable by the **ALLOTTEESS** to the **VENDOR** under this Agreement (including his/her proportionate share of taxes and outgoings etc levied by **VENDOR**, Government [state or central], concerned local authority etc) and on the **ALLOTTEES** committing three defaults of payment of instalments, the **VENDOR** shall at his own option, may terminate this Agreement and forfeit the amount as liquidated damages: Provided that,

VENDOR shall give notice of fifteen days in writing to the **ALLOTTEES**, by Registered Post AD and/or mail by e-mail and/or through courier services have delivered such notice at the address provided by the **ALLOTTEES** in this present deed, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **ALLOTTEES** fails to rectify the breach or breaches mentioned by the **VENDOR** within the period of notice then at the end of such notice period, **VENDOR** shall be entitled to terminate this Agreement.

*Provided further that upon termination of this Agreement as aforesaid, the **VENDOR** shall refund to the **ALLOTTEES** (subject to adjustment and recovery of liquidated damages to the extent of 30% of the instalment paid) within a period of thirty days of the termination, the balance sums remaining from the instalments of sale consideration of the Villa which may till the Termination of this Agreement have been paid by the **ALLOTTEES** to the **VENDOR**.*

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities or price range as contemplated to be provided in the said Villa by the **VENDOR** are set out in Annexure '____', annexed hereto.

6. The **VENDOR** shall give possession of the Villa to the **ALLOTTEES** on or before..... day of 20____. If the **VENDOR** fails or neglects to give possession of the Villa to the **ALLOTTEES** on account of reasons beyond his control and of his agents by the aforesaid date then the **VENDOR** shall be liable on demand to refund to the **ALLOTTEES** the amounts already received by him in respect of the Villa with interest at the same rate as mentioned in the clause ____1 herein above from the date the **VENDOR** received the sum till the date the amounts and interest thereon is repaid.

Provided that the **VENDOR** shall be entitled to reasonable extension of time for giving delivery of Villa on the aforesaid date, if the completion of Villa is delayed on account of:

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) any other acts or orders of any person/authority/Court creating situation beyond the control of the **VENDOR**.
- (iv) slump in sale of the product/Villas in the said Plot or abrupt withdrawal of finance facility during construction stage as availed or to be availed.

7.1 **PROCEDURE FOR TAKING POSSESSION:**

The **VENDOR**, upon obtaining the occupancy certificate from the competent authority and after the payment made by the **ALLOTTEES** of all the amounts including taxes and deposits, advances, charges and maintenance charges etc as per this Agreement and any increases therein, shall offer in writing the possession of the said Villa, to the **ALLOTTEESS** in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the **VENDOR** shall accordingly give possession of the said Villa to the **ALLOTTEESS**. The **VENDOR** agrees and undertakes to indemnify the **ALLOTTEES** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **VENDOR and VICE VERSA**. The **ALLOTTEES** agree(s) to pay the deposits and other sums including maintenance charges as determined by the **VENDOR**. The **VENDOR** on its behalf shall subject to above, offer to handover the possession of the said Villa to the **ALLOTTEESS** in writing within 7 days of receiving the occupancy certificate of the Project whereupon the ALLOTTEE shall be liable to make the payments within notice period irrespective of his/her taking possession of

the said Villa or extending the same to be taken within said period of three months.

7.2 The **ALLOTTEES** shall take possession of the Villa within 15 days of the written notice from the **VENDOR** to the **ALLOTTEES** intimating that the said Villa is ready for use and occupancy:

7.3 **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF VILLA:**

Upon receiving a written intimation from the **VENDOR** as per clause 7.1, the **ALLOTTEES** shall make payments as aforesaid and thereafter within agreed period take possession of the Villa from the **VENDOR** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **VENDOR** shall give possession of the Villa to the **ALLOTTEES**. In case the **ALLOTTEES** fails to take possession within the time provided in clause 7.1 such **ALLOTTEES** shall continue to be liable to pay maintenance charges and all other sums as applicable from the date of Occupancy Certificate.

7.4 If within a period of five years from the date of handing over the Villa to the **ALLOTTEES**, the **ALLOTTEES** brings

to the notice of the **VENDOR** any structural defect in the said Villa or any defects on account of poor workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **VENDOR** at his own cost and if any warranties are applicable such as water proofing, geyser, boilers, lifts, treatment plants etc the ALLOTTEE shall pursue with such supplier/contractor himself or through the concerned Society In case it is not so covered by warranties and not possible to rectify such defects, then the **ALLOTTEES** shall be entitled to receive from the **VENDOR**, compensation for such defect in the Villa in the manner as provided under the Act.

The **ALLOTTEES** shall use the Villa or any part thereof or permit the same to be used only for purpose of Residence.

8. The **ALLOTTEES** along with other **ALLOTTEES** of Villas in the said Plot shall join in forming and registering the incorporated body viz a Co-Operative Housing Society or a Private Limited Company to be known by such name as the **VENDOR** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of

the Society or Limited Company and for becoming a member thereof, including the byelaws of the proposed Society and duly fill in, sign and return to the **VENDOR** within seven days of the same being forwarded by the **VENDOR** to the **ALLOTTEES**, so as to enable the **VENDOR** to register such incorporated common organisation of **ALLOTTEES**. No objection shall be taken by the **ALLOTTEES** if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies or the **VENDOR**, as the case may be, or any other Competent Authority.

- 9.1 If the **ALLOTTEES**'s decide to form Society or Limited Company the **VENDOR** shall, within three months of registration of the Society or Association or Limited Company, as aforesaid but subject to all the Villas in the said Plot having been sold and the payment of entire consideration and all other sums receivable having been received from purchaser of all such Villas, cause to be transferred to the society or Limited Company all the right, title and the interest in the said Plot upon which the said Villa is situated.

9.2 The **VENDOR** shall, within three months of registration of the Federation/apex body of the all the Plot Owner and members of the Society/ies or Limited Company within Phase I and II and receipt of all the amounts under respective agreements, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest in the designated common areas as per the proposed Layout under approval as per Annexure __ and any amendment thereto.

9.3 The purchasers over and above the consideration amount or purchase price paid to the Vendors as mentioned above shall also prior to taking over possession of the said apartment and execution of Deed of sale and conveyance in favour of the purchasers, keep deposited with the vendors and pay to pay the vendors the following sums.

(i) _____ to the vendors towards formation of Residential unit Owners organization (condominium) with its rules and regulations and Bye-laws.

(ii) _____ per sq.ft of built up area of the residential unit agreed to be purchased hereunder as and by way of interest free deposit as corpus fund for defraying expenses towards cost of the said special amenities until the formation of the body of apartment/villas owners organization or organizations whereupon such corpus

fund with its accounting/ expenses incurred shall be handed over to the organisation /body of villa/ apartment owners which shall look and provide such services. The interest earned on the corpus fund shall be utilized for the purpose stated above and if the interest is insufficient for the purpose then in such event the vendors or the owners organization as the case may require shall call upon the owners to contribute in proportion to their units towards the maintenance of the common facilities, amenities, the said special amenities etc and on such call the purchasers shall be bound to contribute their proportionate share as indicated by the organization for the purpose mentioned above

10. The **ALLOTTEES** shall on or before delivery of possession of the said Villa keep deposited with the **VENDOR**, the following amounts :
- (i) Rs. for share money, application entrance fee of the Society or Limited Company.
 - (ii) Rs. for share money, application entrance fee of the Association of Plot Owners in Phase I & II
 - (iii) Rs. for formation and registration of the Society or Limited Company

(iv) for formation and registration of the Association of Plot Owners in Phase I & II

(v) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company

(vi) for Corpus Fund towards the proportionate share of taxes and other charges/levies in respect of the Association of Plot Owners in Phase I & II

(viii) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges within said Villa Rs..... For Deposit towards Water, Electric, and other utility and services connection charges within said Plot for common areas and facilities.

(ix) Rs _____ for deposits of electrical receiving station and Sub Station provided in Layout of said Plot.

(x) Rs _____ towards Development Charges subject to increase if any.

11. The **ALLOTTEES** shall also pay to the **VENDOR** a sum of Rs. for reimbursement in lumpsum of all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the **VENDOR** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing

its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease etc as the case may be.

12. At the time of registration of conveyance of the structure of the Villa with or without right to exclusive use of appurtenant portion of the said Plot attached to said Villa as garden or backyard etc subject to conveyance of said Plot including the land beneath and appurtenant said Villa for such exclusive use of **ALLOTTEES** to be given to the said proposed Society or Limited Company of all Villa **ALLOTTEES** within said Plot, the **ALLOTTEES** shall pay to the **VENDOR/CONCERNED AUTHORITY**, stamp duty and registration charges payable on said Villa and the **ALLOTTEES** share of stamp duty and registration fees as applicable to be paid, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the said Plot together with land beneath and appurtenant the said structure of the said Villas in the said Plot. At the time of registration of conveyance or Lease of the common areas within Phase I & II proposed to be transferred to Association of Plot Owners in Phase I & II , the **ALLOTTEES** shall pay directly or through such the said Society or Limited Company, to the **VENDOR**, the

ALLOTTEES share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in favour of such Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE
VENDOR:**

The **VENDOR** hereby represents and warrants to the **ALLOTTEES** as follows:

- (i) The **VENDOR** has clear and marketable title with respect to the Plot; except for mortgage as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project;
- (ii) The **VENDOR** has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Plot as envisaged herein and shall obtain requisite approvals from time to time to complete the development of the said Plot
- (iii) There are no encumbrances upon the said Plot except those disclosed in the title report; and the

ALLOTTEES expressly confirms the right of the VENDOR to alter or amend the mortgage including to clear the mortgage and have another mortgage in favour of any other Bank or Institution as deemed fit on such terms as the VENDOR can avail provided no such mortgage shall be created in respect of said Villa till the validity of these presents and the current mortgage if any on the said Villa shall stand released in terms of said NOC issued or such amended NOC as may be issued by the other mortgagee Bank/Institution in case of switchover by the VENDOR subject to the present NOC for said Villa.

- (iv) There are no litigations pending before any Court of law with respect to the said Plot except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Plot and said Villa agreed to be purchased by the **ALLOTTEES** are valid and subsisting and have been obtained by following due process of law. Further, all approvals, amendments, licenses and permits to be issued by the competent authorities with respect to

the said Plot and said Villa shall be obtained by following due process of law and the **VENDOR** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Plot and said Villa;

- (vi) The **VENDOR** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTTEES** in manner and to the extent created herein, may prejudicially be affected;
- (vii) The **VENDOR** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Plot, and the said Villa which will, in any manner, affect the rights of **ALLOTTEES** to the extent as created under this Agreement;
- (viii) The **VENDOR** confirms that the **VENDOR** is not restricted in any manner whatsoever from selling the said Villa to the **ALLOTTEES** in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed of the Villas to the said Society or Limited Company of **ALLOTTEESSS** of all the Villas in the said Plot, the **VENDOR** shall handover lawful, vacant, peaceful, physical possession of the said Plot;
- (x) The **VENDOR** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Plot to the competent Authorities;
- (xi) 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 Plot) has been received or served upon the **VENDOR** in respect of the said Plot except those disclosed in the title report.

14. The **ALLOTTEES** or himself/themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the **VENDOR** as follows:

- (i) Not to raise any objection or claims or demands as are inconsistent or any contrary to the provisions of these presents and his/her/its covenants and acceptances as set out in these presents and on the part of **ALLOTTEES** to be observed and performed as fundamental terms of these presents failure of which shall entitle the **VENDOR** to terminate these presents and consequences of termination as aforesaid shall follow.
- (ii) To maintain the Villa at the **ALLOTTEES** own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything in or to the Villa which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Villa or any part thereof without the consent of the local authorities, if required.
- (iii) 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 Villa or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage the Villa and in case any damage is caused to the Villa on account of negligence or default of the **ALLOTTEES** in this behalf, the **ALLOTTEES** shall be liable for the consequences of the breach.

- (iv) To carry out at his own cost all internal repairs to the said Villa and maintain the Villa in the same condition, state and order in which it was delivered by the **VENDOR** to the **ALLOTTEES** and shall not do or suffer to be done anything in 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 of the **ALLOTTEES** committing any act in contravention of the above provision, the **ALLOTTEES** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (v) Not to demolish or cause to be demolished the Villa or any part thereof, nor at any time make or cause

to be made any addition or alteration of whatever nature in or to the Villa or any part thereof, nor any alteration in the elevation and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Villa without the prior written permission of the **VENDOR** and/or the Society or the Limited Company.

(vi) Pay to the **VENDOR** within fifteen days of demand by the **VENDOR**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Villa is situated.

(vii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Villa by the

ALLOTTEES for any purposes other than for purpose for which it is sold.

(viii) The **ALLOTTEES** 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 **ALLOTTEES** to the **VENDOR** under this Agreement are fully paid up.

(ix) The **ALLOTTEES** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Villa and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEES** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Villa and shall pay and contribute regularly and punctually

towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (x) Till a conveyance of the Villas is executed in favour of Society/Limited Society, the **VENDOR** and their surveyors and agents, with or without workmen and others, are and shall remain entitled at all reasonable times, to enter into and upon the said Villa or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the said Plot on which the Villa is situated is executed in favour of said Society or Limited Company, the **VENDOR** and their surveyors and agents, with or without workmen and others, are and shall remain entitled at all reasonable times, to enter into and upon the said Plot or any part thereof to develop and deal with same and also on completion of the works to view and examine the state and condition thereof and to manage and control the affairs thereof.
- (xii) The **ALLOTTEES** is not entitled to and shall not cause any let or hindrance to the development on the said Plot in any manner howsoever or with the

rights of the **VENDOR** or any person claiming or to claim by under or in trust for the **VENDOR**;

15. The **VENDOR** shall maintain a separate account in respect of sums received by the **VENDOR** from the **ALLOTTEES** as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Company or towards the out goings, legal charges and shall utilize the amounts for all or any of the the purposes for which they have to be spent till the Co-operative Society or Company or its Ad hoc Body takes over the management of such affairs and in case of shortfall the **ALLOTTEE** undertakes to make good and contribute further sums as may be demanded by the **VENDOR** or the Co-operative Society or Company or its Ad hoc Body, as the case may be and undertakes to bear and pay the interest as applicable and levied for delay or demur or default in payment of such sums within notified period as per demands raised.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villa and/or said Plot or any part/s thereof or the common areas and facilities within Phase I & II or said Plot or or any part/s thereof or any right in respect of

membership of proposed Club to be owned, managed and operated by the **VENDOR** or its nominee/s or any part of said Larger Property.

17. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the **VENDOR** executes this Agreement he shall not mortgage or create a charge on the said Villa and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **ALLOTTEESS** who has taken or agreed to take such Villa.

18. **BINDING EFFECT:**

Forwarding this Agreement to the **ALLOTTEES** by the **VENDOR** does not create a binding obligation on the part of the **VENDOR** or the **ALLOTTEESS** until, firstly, the **ALLOTTEESS** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEESS** and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the **VENDOR**. If the

ALLOTTEES fails to execute and deliver to the **VENDOR** this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEES** and/or appear before the Sub-Registrar for its registration as and when intimated by the **VENDOR**, then the **VENDOR** shall serve a notice to the **ALLOTTEES** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the **ALLOTTEES**, application of the **ALLOTTEES** shall be treated as cancelled and all sums deposited by the **ALLOTTEES** in connection therewith including the booking amount shall be returned to the **ALLOTTEES** without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:**

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

20. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES:**

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

22. **SEVERABILITY:**

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

remain valid and enforceable as applicable at the time of execution of this Agreement.

24. **FURTHER ASSURANCES:**

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 reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION;**

The execution of this Agreement shall be complete only upon its execution by the **VENDOR** through its authorized signatory at the **VENDOR's** Office, or at some other place, which may be mutually agreed between the **VENDOR** and the **ALLOTTEES**, and after the Agreement is duly executed by the **ALLOTTEES** and the **VENDOR** and simultaneously or on agreed date upon the execution the said Agreement shall be registered at the office of the Sub-Registrar by the **ALLOTTEES** on payment of applicable registration fees etc. Hence this Agreement shall be deemed to have been executed at _____.

26. The **ALLOTTEES** shall present this Agreement as well as the conveyance/sale deed for the said Villa at the proper registration office of registration within the time limit prescribed by the Registration Act and the **VENDOR** or its representative will attend such office and admit execution thereof.

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

NAME OF ALLOTTEES

(Allottees address)

Notified Email ID:_____

VENDOR NAME

(**VENDOR** Address)

Notified Email ID: _____

It shall be the duty of the **ALLOTTEES** and the **VENDOR** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by

Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **VENDOR** or the **ALLOTTEES**, as the case may be.

28. **JOINT ALLOTTEES:**

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

29. **STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the **ALLOTTEES**.

30. **GST AND CESS OR OTHER LEVIES/IMPOST WHATSOEVER:**

The GST, Cess and all other levies and impost whatsoever now or hereafter payable on this Agreement or in relation thereto and on any and every other sums that the **ALLOTTEES** is liable to pay to the **VENDOR** or proposed Society or Apex Body or on their behalf to the **VENDOR** shall be borne by the **ALLOTTEES**.

31. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Goa Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement

32. The **ALLOTTEES** have prior to the execution of this Agreement, satisfied themselves about the title of the **VENDOR** of the said built up property being good clear and marketable and have accepted the same.
33. Possession of the said Villa will be given at the time of executing Deed of Sale and Conveyance.

34. The **ALLOTTEES** hereby agrees to pay TDS as applicable and any future tax levied by the Central and Goa Government on the consideration payable to the **VENDOR**.

THE FIRST SCHEDULE HEREINABOVE REFERRED:

Property situated at Bambolim Village, within the Panchayat of CurcaBambolim, Santan, TiswadiTaluka Goa, described in Land Registration office under no. 2350 at folio 255 V of Book B – 27 and enrolled in MatrizPredial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no. 16/1 sub-division 1 of village Bambolim admeasuring 39,425 sq.mtrs. and bounded as under.

North: By survey no. 32.

South : By survey no. 15/1.

East : By survey no. 34/1.

West : By survey no. 17/1.

THE SECOND SCHEDULE HEREINABOVE REFERRED:

Villa _____ as shown in the Sub-Division Plan annexed hereto delineated in **red** colour boundary line admeasuring _____ **sq.ft** (_____ **sq.mtrs**) on a plot admeasuring _____ **sq.mtrs** in area in **survey No.** ____ and bounded as follows:-

North by:

South by: .

East by :.

West by :

SCHEDULE I HEREINABOVE REFERRED TO:

Property situated at Bambolim Village, within the Panchayat of Curca Bambolim, Santan, Tiswadi Taluka Goa, described in Land Registration office under no. 2350 at folio 255 V of Book B – 27 and enrolled in Matriz Predial (Revenue) Nos. 169, 170 and 171 and in recent survey surveyed under no. 16/1 sub-division 1 of village Bambolim admeasuring 39,425 sq.mtrs. and bounded as under.

North: By survey no. 32.

South : By survey no. 15/1.

East : By survey no. 34/1.

West : By survey no. 17/1.

SCHEDULE II HEREINABOVE REFERRED:

Villa _____ as shown in the Sub-Division Plan annexed hereto delineated in **red** colour boundary line admeasuring _____ **sq.ft** (_____ **sq.mtrs**) on a plot admeasuring _____**sq.mtrs** in area in **survey No.** ____and bounded as follows:-

North by:

South by: .

East by :.

West by :

In Witness whereof the parties hereto have set and subscribed their respective hands hereto on the day and year first hereinabove written in the presence of witnesses.

Signed, executed and delivered)
for and on behalf of the)
within named Vendors Goan Real)
Estate and Construction Pvt. Ltd.)
by their authorized signatories)

Left hand finger prints

1

2

3

4

5

Right hand finger prints

1

2

3

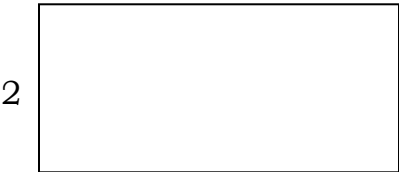
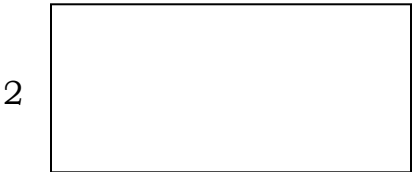
4

5

2) _____

Left hand finger prints

Right hand finger prints



3

3

4

5

5

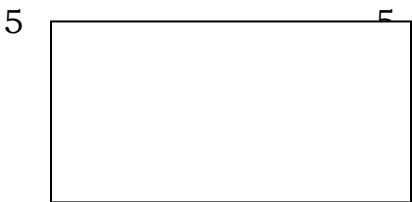
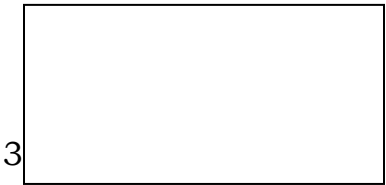
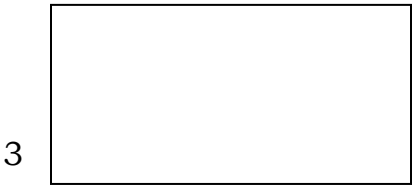
Signed, executed and delivered by)
the within named Purchaser/s)

Left hand finger prints

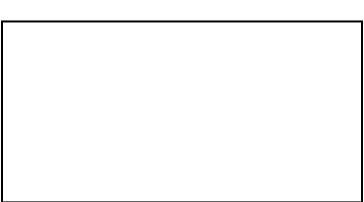
Right hand finger prints

1

1



5



Witnesses:

1. _____

2. _____

LETTER HEAD OF THE COMPANY

Date:-

To,

Name of the Allottee,

r/o.....

Sub:- **Documents pertaining to Villa**_____

Sir/Madam,

As required and in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder, the following documents are submitted to you:-

ANNEXURE -A

The original copy of the Agreement for Construction and Sale dated _____ duly executed before the Sub-Registrar of _____, Tiswadi-Goa, under registration no. _____ dated _____.

ANNEXURE -B

Authenticated copies of Form I & XIV showing title of the company to the project land.

ANNEXURE -C

Authenticated copies of the plans of the Layout as approved by the Town and Country Planning Department dated _____, Development Permission dated _____, NOC by the Department of Public Health dated _____, Construction license issued by the Village Panchayat of _____ dated _____

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Villa agreed to be purchased by the ALLOTTEE as approved by the Town and Country Planning Department dated _____, Development Permission dated _____, NOC by the Department of Public Health dated _____, Construction license issued by the Village Panchayat of _____dated _____)

ANNEXURE - E

(Specification and amenities for the Villa),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).

Received of and from the ALLOTTEE above named the sum of
Rupees on execution of Agreement for Construction
and sale dated _____ towards Earnest Money Deposit or
application fee.

I say received. The
VENDOR/DEVELOPER

