

**AGREEMENT TO SELL**

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and .....

between

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

**AND**

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

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

**AND**

**NAIKNAVARE CONSTRUCTIONS PRIVATE LIMITED** (CIN: U45202PN2007PTC130271) (PAN: AACCN5572F), a company incorporated under the Companies Act, having its Registered Office at 1204/4, Ghole Road, Shivajinagar, Pune, Maharashtra-411004 and represented by its duly authorized signatory (BoD Resolution dated -----) **MR. -----**, S/o. -----, aged about --- years, Occupation-----, Indian National, holding Pan Card No. -----, Resident of -----, hereinafter referred to as the “**OWNER**”, (which term shall unless repugnant to the subject or the context, mean and include its successors and assigns)... of the **THIRD PART**,

**W H E R E A S,**

- a. all that Land more particularly described in the **SCHEDULE-I** written herein (hereinafter *collectively* referred to as the “**Land / Project Land**”), is absolutely owned by the Owner herein,
- b. the Property bearing Survey No. 13/1, 14/1 and 15/1 belong to Enterprises Value Enhancement (India) Private Limited who by sale deed dated 2nd May 2008, registered in the office of the Sub-Registrar Ilhas, Panaji, Goa at Serial No. 1434 at pages 88 to 125 at Book No. 1, Volume No. 1956 on 6<sup>th</sup> May 2008, sold and transferred eastern half portion admeasuring 1,63,324.00 sq.mt. out of the Property bearing Survey No. 13/1, 14/1 and 15/1 unto and in favour of the Owner herein,
- c. by order dated 11<sup>th</sup> Nov 2008, passed by the Dy. Collector and Sub Divisional Officer, Panaji in case No. LND/PART/158/2008, portion admeasuring 1,13,468.00 sq.mt separated by allotting it Survey No. 13/1- C, from portion admeasuring 1,63,324.00 sq.mt. of the Property bearing Survey No. 13/1, 14/1 and 15/1 and shown the same in the name of the Owner,
- d. the Collector, North Goa District, Panaji, Goa, vide its Conversion Sanad No. RB/CNV/TIS/15/2009 dated 1<sup>st</sup> Nov 2009, granted non-agriculture permission in respect of the portion admeasuring 1,41,641.00 sq.mt. out of the Property bearing Survey Nos. 13/1-C, 14/1-B and 15/1-B,
- e. the Town Planner, Town and Country Planning Department, Mala, Panaji, Goa dated 8<sup>th</sup> Jul 2011, granted technical clearance order for commencement of construction work in respect of the Property bearing Survey No. 13/1-C,
- f. the Owner by an agreement dated 29<sup>th</sup> Dec 2016, registered in the office of the Sub-Registrar Ilhas, Panaji, Goa at serial No. 3060/2016 (hereinafter referred to

as the said “**AGREEMENT**”), agreed to sell the said Land to the Developer herein, for the consideration, as particularly enumerated in the said Agreement,

AND WHEREAS the Developers are entitled and authorized to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Developer is in possession of the project land;

AND WHEREAS the Developer has proposed to construct on the project land (here specify number of buildings and wings thereof) ..... having..... (Here specify number of Basements/podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment in the housing complex named as “**Expat VIDA Uptown Goa**” (**Row House**) **Phase 1** bearing number ..... on the ..... floor, (herein after referred to as the said “Apartment”) in the..... wing of the Building No. .... (Herein after referred to as the said “Building”) being constructed in the ..... phase of the said project, by the Developer. All these phases are integral part of the overall “Expat VIDA Uptown Goa” project;

AND WHEREAS the Developer has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

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

AND WHEREAS the Developer has appointed a structural Engineer Mr. Rajan Moye for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Agreement the vendor has right to sell the Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Developer has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developers Architects M/S. SOARES and ASSOCIATES and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the Allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Developer, or any other relevant revenue record showing the nature of the title of the vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Developer has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Developer for purchase of an Apartment No. .... on .....floor in wing ..... situated in the Building No. .... being constructed in the ..... phase of the said Project as mentioned in Schedule II.

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is ..... square meters;

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;

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Developer a sum of Rs...../- (Rupees .....) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee has agreed to pay/has paid to the Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ....;

AND WHEREAS, under section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act,

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable);

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

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

Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

The Developer has reserved all his rights to amalgamate and/or sub-divide the said Land and/or any other abutting/adjoining pieces of the land, to which, the Developer may be entitled to in law. The Purchaser hereby accorded his irrevocable consent and no objection to the Developer to do the same.

1.a (i) The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to said Apartment as mentioned in Schedule II and as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ....../- which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1.a (ii) The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee covered Parking Bearing No. .... situated at ..... Basement and/or stilt and/or ..... podium being constructed in the layout for the consideration of Rs. ....../-.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. ....../-

1(c) The Allottee has paid or agreed to pay in the following manner -

	<b>Amount</b>	<b>Particulars</b>
(i)	Rs. ....../-	(10%) Booking Amount
(ii)	Rs. ....../-	(20%) Payable prior to the execution of the Agreement.
(iii)	Rs. ....../-	(15%) Payable on completion of the plinth of the building.

iv)	Rs. ....../-	(15%) Payable on completion of 1st floor slab of the building.
(iv)	Rs. ....../-	(10%) Payable on completion of 2 <sup>nd</sup> floor slab of the building.
(Vi)	Rs. ....../-	(5%) Payable on completion of Brickwork and Plastering (Internal and External) in the said tenement.
Vii)	Rs. ....../-	(5%) Payable on completion of the Fixture and Electricals.
(Viii)	Rs. ....../-	(5%) Payable on completion of the Flooring & Terrace Water Proofing of the building in which the said Apartment is situated.
(ix)	Rs. ....../-	(10%) Payable on completion of the Painting, Car Park, Entrance Plinth.
(x)	Rs. ....../-	(5%) Payable at the time of handing over of possession of the Apartment to you or after receipt of Completion Certificate whichever is earlier.
	<b>Rs. ....../-</b>	<b>TOTAL</b>

All the payments shall be made by the purchaser by duly drawn crossed demand draft/bankers cheque at par in the name of EXPAT PROJECTS AND DEVELOPMENT PVT. LTD. – VIDA UPTOWN ROW HOUSE PROJECT COLLECTION A/C- Account No. 917020071475401. Axis Bank Ltd, M.G. Road, Bangalore. IFSC code – UTIB0000009.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Apartment.

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

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the party's mutually agreed the provision for allowing rebate and such rebate shall not

be subject to any revision/withdrawal, once granted to an Allottee by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

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

2.2 Time is essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Allottees have paid all the consideration and other sums due and payable to the Developer as per the agreement Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Developer hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and Developer has planned to utilize Floor area ratio of ..... by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of

apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, the Developer shall be liable to pay the penalty to the Purchaser @ 10% per annum from the date of default till the date of actual handover. The Allottee agrees to pay to the Developer, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Developer.

4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (subject to deduction against the adjustment and recovery of an amount of Rs. 1,00,000/- or 10% of the amount received, whichever is higher, as the liquidated damages) within a period of 60 (sixty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Developer and the Developer shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings if any with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Developer in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Developer shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of



- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## 7. PROCEDURE FOR TAKING POSSESSION:

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

7.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Developer to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of Apartment upon receiving a written intimation from the Developer as per clause 7.1, the Allottee shall take possession of the Apartment from the Developer by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer shall give possession of the Apartment to the Allottee.

In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. In case the Allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Developer shall not be liable to rectify or pay compensation. But the Developer may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

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

9. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organisation of Allottee.

No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 (fifteen) days after notice in writing is given by the Developer to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of Allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional monthly/yearly contribution of Rs. ..../- per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Developer to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer (other than aggregate total consideration), the following amounts: –

- (i) Rs. ..../- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. ..../- Expenses for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. ..../- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. ..../- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs. ..../- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. ..../- for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

- (vi) Rs. ..../- as legal charges.
- (vii) Rs. ..../- as infrastructure Tax.
- (viii) Rs. ..../- as Corpus in respect of the Society or Limited Company/  
Federation/Apex Body.
- (ix) Rs. ..../- as Stamp Duty and Registration Charges.
- (x) Rs. ..../- as Club house membership charges.

11. The Allottee shall pay to the Developer a sum of Rs. ..../- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer 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.

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

### 13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottee as follows: –

- i. The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.  
Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Developer 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 Allottee created herein, may prejudicially be affected;
- vii. The Developer 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Developer has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Developer as follows: –

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

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

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular,

so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Developer within 15 (fifteen) days of demand by the Developer, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

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

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Developer until sold/allotted.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Allottee who has taken or agreed to take such Apartment.

**18. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 apartment, 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 ALLOTTEE/  
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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**22. SEVERABILITY:**

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

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

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

**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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Developer shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

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

- Name of Allottee: .....
- Allottee's Address: .....
- Notified Email ID: .....
- M/s Developer Name: .....
- Developer Address: .....
- Notified Email ID: .....

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

**28. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee 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 allottee.

**30. 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 Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**31. GOVERNING LAW:**

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

**SCHEDULE-I**

(Description of the said "**Land/Project Land**")

All that portion admeasuring (i) 44,415.00 sq.mt. (which includes an area under ODP Road abutting S4 Zone admeasuring 2,475.00 sq.mt.), and (ii) 5,713.00 sq.mt. under A2, thus aggregating to 50,128.00 sq.mt. lying on west out of Survey No. 13/1C known as "ANEXIO DO OITEIRO" or "GAUCHM XIR E FUXAL GALE", situated at Panelim, Taluka Tiswadi, District North Goa, State of Goa, within the limits of Registration District of North Goa, Sub-Registration Taluka Panjim, and Gram Panchayat of village Panelim, and which is bounded by as follows:

East : 15.00 meter wide D.P. Road  
West : Survey Nos. 12/1; 13/1-A; 13/1-B; 14/1-A and 15/1-A  
North : Survey No. 13/1-Band 12/1  
South : Village Panelim boundary  
Together with basic FAR/FSI originating therefrom and additional FAR/FSI as may be permissible under concern regulations and together with easement, appurtenances, ingress, egress, and ancillary rights thereto.

**SCHEDULE-II**

(Description of the said "**APARTMENT**")

All that

Unit No.	
Carpet Area	----- sq.mt.



Utility, Balcony and Open Balcony Area	----- sq.mt.
Built up Area	----- sq.mt.

**SPECIFICATIONS:**

- (a) Structure: RCC framed structure.
- (b) Walls: Laterite bricks/Cement blocks.
- (c) Flooring:
  - Bathroom: Dado of Ceramic tiles up-to 7.0" Height.
  - Bathrooms Flooring: Anti-skid Ceramic tiles.
  - Rooms: 2X2 Vitrified tiles for all room floors.
- (d) Staircase:
  - All Landings of Granite.
  - Steps & risers of Granite.
- (e) Windows:
  - Powder coated aluminium windows with 6 mm thick plain glass.
  - All window sills of granite.
- (f) Doors:
  - Main Door: Red marine wood frames with factory made teak veneer finish door shutters & necessary fittings.
  - Bathroom Door: Frames of Granite and with FRP door shutters with necessary fittings.
  - Rooms: Red marine wood frames with factory made teak veneer finish door shutters & necessary fittings.
- (g) Kitchen Platform:
  - Granite Kitchen platform with stainless steel single sink with necessary fittings.
  - Dado of 60 cm height ceramic tiles above Granite Platform.
- (h) Electrical Work:
  - All switches/fittings of Anchor or Equivalent.
  - All wirings of Anchor/Polycab or Equivalent. Details of Points will be as per Sample Unit.
- (i) Sanitary & Plumbing:
  - All Concealed Piping of CPVC Astral/Ashirvad or Equivalent.
  - External Piping of PVC Prince/Supreme or Equivalent.

All Sanitary fittings of Cera/Hindustan or Equivalent. Taps of Jaguar Builder Series or Equivalent.

(j) Paint:

Inside paint of OBD of Asian/Nerolac or Equivalent.

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

**COMMON AMENITIES:**

- a) Club house with Swimming Pool
- b) Sewage Treatment Plant
- c) Under Ground/Over Head Tank
- d) Garbage Composting Facility
- e) Internal Roads
- f) Water Supply
- g) Storm Water Drain
- h) Landscape

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

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

LHF

RHF

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<p>_____</p> <p>(Purchaser/ Allottee)</p>	
Photo	Signature

LHF

RHF

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Signed and delivered by, -----, Authorized Signatory, <b>For M/s. Naiknavare Constructions Pvt. Ltd.,</b> (Owner)	
Photo	Signature

LHF

RHF

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Witnesses	Signatures

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

ANNEXURES (as mentioned in the agreement).