

**AGREEMENT FOR CONSTRUCTION AND SALE
WITHOUT POSSESSION**

THIS AGREEMENT FOR CONSTRUCTION AND SALE WITHOUT POSSESSION is made at Margao, Salcete, Goa, on this ----- day of the month of ----- in the year Two Thousand Nineteen (-----/-----/2019)

BETWEEN

M/s GOLDEN SANDS CONSTRUCTION LLP., a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 97, Ascanio D’Costa Road, Behind Grace Church, Margao, Goa, holder of PAN CARD Number: AAKFG2664G and LLP Identification: AAA3632, represented by its Designated Partner Mr. Ranjit Cotta Carvalho, age about 51 years, married, businessman, Indian National, son of Late Shri Ligorio Cotta Carvalho, Pan Card No. AAYPC4176B, Aadhar Card No. 409318164955, residing at House No. 97, Ascanio D’Costa road, behind Grace Church, Margao, Salcete, Goa, duly authorized by resolution dated 12-02-2020 passed by the partners of Golden Sands Construction LLP., hereinafter referred to as **“PROMOTER”** (which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the **FIRST PART**;

AND

Name of the Purchaser:-

Age:

Son of / daughter of:

Wife / Husband of :-

Occupation:

Pan Card No:-

Aadhar Card No:

Mobile No:

Email id:

Resident of:

Hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) OF THE OTHER PART.

WHEREAS all the Parties hereby declare that each of them is an Indian National.

AND WHEREAS: -

1. There exists a landed property denominated as western half of the property named 'ALIAMBATTA' and 'BATWADD0' also known as 'CHANDIACHI VISHI', situated at village Cana-Benaulim, Taluka of Salcete,

District of South Goa, State of Goa, which is described in Land Registration Office under No. 29486 new series. This property is western half of the larger property already described under No. 10397 of old series. This property is more fully described in Schedule-I of this Agreement and is hereinafter referred to as the **‘SAID ENTIRE PROPERTY’**

2. One half of the ‘Said Entire Property’ is inscribed under Number Twenty Thousand Three at page 122 of Book G. No. 25, in favour of Roque Salvador Gomes also known as Roque Salvador Crisostomo de Presentecao Gomes, widower. The said one half portion has been allotted to the said Roque Salvador Gomes on account of his moiety share in the orphanological inventory proceedings instituted upon the death of his wife Exiquiola Aleluia Noronha.
3. The remaining one half of the ‘Said Entire Property’ is also found inscribed under Number Twenty Thousand Four at page 122 overleaf of Book G. No. 25 in favour of the said Roque Salvador Gomes, widower. This half portion of the Said Entire Property has been purchased by the said Roque Salvador Gomes from Fr. Andre Vicente Pereira.
4. During his lifetime, the said Roque Salvador Gomes has sold portion of the Said Property. The unsold portion of the Said Entire Property is hereinafter referred to as the **‘SAID PROPERTY’**

5. The said Roque Salvador Gomes was married to Maria Francisca Lucinda Mascarenhas e Gomes in second nuptials. Upon the death of the said Maria Francisca Lucinda Mascarenhas e Gomes, Inventory Proceedings were filed and the 'Said Property' which was in the ownership of the said Roque Salvador Gomes was described under Item No.3.
6. In the above cited Inventory Proceedings, the Said Property was allotted in equal proportion to (i) Roque Sebastiao Joaquim de Jesus Gomes and (ii) Maria Aureliana Natividadede Lourdes, both children of the deceased Maria Francisca Lucinda Mascarenhas e Gomes.
7. By Deed of Exchange dated 14.02.1952, executed in the office of the Notary Shri Fonseca, the said Roque Sebastiao Joaquim de Jesus Gomes, bachelor, trasferred half of his half share in the Said Property to his sister Maria Aureliana Natividade de Lourdes Gomes, spinster.
8. By Deed of Sale dated 25.09.1965, executed before the Notary of Margao Shri Raul Gerson Purificacao de Santa Rita Vas and registered in the office of the said Notary at folio 20V to 24 of the Deed Book No. 1241, the said Maria Aureliana Natividade de Lourdes Gomes alias Maria Aurelia Natividade Lourenco Gomes, spinster, sold her three fourth share in the Said Property to (i) Ussein Khan, (ii) Ali Khan and (iii) Ahmed Khan.

9. By Deed of Sale dated 01.04.1981, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 417 at pages 244 to 248 of Book No. I, Vol No. 247 dated 31.10.1982, the said Roque Sebastiao Joaquim de Jesus Gomes and his wife Rushila de Souza sold their one fourth share in the Said Property to Ussein Khan.
10. By Deed of Exchange dated 11.03.1981, registered in the office of the Sub Registrar of Salcete at Margao under Reg No. 424 at pages 249 to 254, Vol No. 247, dated 14.09.1982, the said Ali Khan and Ahmed Khan, transferred their shares in the Said Property to their brother Ussein Khan and consequently the said Ussein Khan became the sole owner in possession of the Said Property
11. The said Ussein Khan alias Hussain Kassim Khan alias Hussain Khan Kassim Khan expired on 11.12.1998 leaving behind Smt Rabiam Bi alias Zulekha Bi as his widow and moiety share holder and as his sole and universal heirs his below mentioned nine children:-
 - (i) Shri Soid Khan alias Said Khan married to Ruksana Bi
 - (ii) Shri Nazir Khan married to Smt Ruksana Bi
 - (iii) Shri Saiad Can alias Saiad Khan married to Smt Shamshad Bi
 - (iv) Shri Acbar Can alias Acbar Khan, widower of late Sayeeda Khan alias Sayeeda Bi, who expired on 07.12.1997

- (v) Smt Hanifa Bi married to Shri Naseerrula Patait
 - (vi) Smt Hassina Bi married to Shri Shaikh Zamil
 - (vii) Smt Sheira Banu married to Ashraf Moosa
 - (viii) Shri Rihias Khan married to Smt Gulshan Khan
 - (ix) Smt Fatima Bi Hussein married to Shri Abid Khan
12. Upon the death of the said Ussein Khan alias Hussain Kassim Khan alias Hussain Khan Kassim Khan, the Deed of Succession has been drawn on 04.06.2003 recorded in the office of the Notary Public Ex-Officio of Salcete at folio 10 to 11 of Deeds Book No. 1449.
13. Mohiddin Ashraf Moosa expired 17.07.2002 leaving behind the said Smt Sheira Banu as her widow and moiety share holder and as his sole and universal heirs his four below named children:-
- (i) Shri Mohammed Rafiq married to Smt Rushdha Shaik
 - (ii) Smt Aminabi married to Shri Shaikh Munawar
 - (iii) Smt Bi Fathima married to Shri Sarfaraz Ahamad Bijari
 - (iv) Shri Moosa Mohamed, unmarried.
14. Upon the death of Mohiddin Ashraf Moosa, the Deed of Succession has been drawn on 07.12.2018 recorded at folio 60 to 61 of Deed Book No. 1659.

15. One Pedro Francisco Fernandes claimed mundkarial rights in the Said Property and to settle his claim he has been allotted a plot of land admeasuring 382 sq.mtrs from the Said Property. This plot admeasuring 382 sq.mtrs was thereafter partitioned from the Said Property and it has been allotted distinct survey number: 16/1-A. The said independent survey number has been allotted in Case No. LRC/PART/219/2003/3828, which was filed by the said Pedro Francisco Fernandes before the Dy. Collector and S.D.O, Margao.
16. The unsold portion of the Said Property admeasuring 7793 sq.mtrs was in the ownership and possession of the above named heirs of late Ussein Khan. This portion of the property is more fully described in **SCHEDULE-II** of this Deed and is hereinafter referred to as the 'UNSOLD PORTION OF THE SAID PROPERTY'
17. By an oral understanding, the above cited owners i.e the legal heirs of late Ussein Khan had agreed to sell a plot of land from the unsold portion of the said property to (i) Shri Sadiq Shah and his wife Smt Farzana Shah (ii) Shaikh Nasir and his wife Gunar Bi Shaikh and (iii) Shri Shaikh Ibrahim and his wife Munera Begum Shaikh.
18. With the confirmation of (i) Shri Sadiq Shah and his wife Smt Farzana Shah (ii) Shaikh Nasir and his wife Gunar Bi Shaikh and (iii) Shri Shaikh Ibrahim and his wife Munera Begum Shaikh, the above named legal heirs of late Ussein Khan alias Hussain Kassim Khan alias Hussain Khan

Kassim Khan, have sold the 'UNSOLD PORTION OF THE SAID PROPERTY' to the PROMOTER herein. In respect of such sale, the erstwhile landowners have executed in favour of the PROMOTER the below mentioned two Sale Deeds:-

- (i) Deed of Sale dated 02.11.2006, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 4891 at pages 140 to 171, Book No. I, Vol No. 2212 dated 16.11.2006.
 - (ii) Deed of Sale dated 12.12.2018, registered in the office of the Sub Registrar of Salcete at Margao under Registration No. MGO-BK1-05363-2018, CD Number: MGOD131 dated 12.12.2018.
19. By Land Acquisition Award dated 29.11.2010, given in Land Acquisition No. LQN/5/2006, a portion of the 'UNSOLD PORTION OF THE SAID PROPERTY' has been acquired by the Government. This portion of the land, which has been acquired by the Government, admeasures 620 sq.mtrs.
20. By Deed of Sale dated 02.07.2008, registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 3591 at pages 284 to 300 of Book No. I, Vol No. 3041 dated 08.07.2008, the PROMOTER has sold to Shri Pedro Francisco Fernandes a plot of land

admeasuring 310 sq.mtrs from the 'UNSOLD PORTION OF THE SAID PROPERTY'.

21. As mentioned in the preceding para, Shri Pedro Francisco Fernandes has purchased a plot of land admeasuring 310 sq.mtrs. By Judgement and Order dated 20.04.2011, passed by the Deputy Collector and S.D.O in Case No. LRC/PART/30/2009/I/2097, from this plot of land admeasuring 310 sq.mtrs, an area admeasuring 280 sq.mtrs has been partitioned and allotted distinct Survey No. 1-B. The remaining area admeasuring 30 sq.mtrs forms part of the property surveyed under Survey No. 16/1 of village Cana.

22. In terms of Survey Form I and XIV of the property surveyed under Survey No. 16/1 of village Cana of Salcete Taluka, the total area of this survey holding is 7513 sq.mtrs. From this, an area admeasuring 620 sq.mtrs has been acquired by the Government. An area admeasuring 30 sq.mtrs forms part of the property purchased by Shri Pedro Francisco Fernandes. The subject matter of this Agreement is the balance 'UNSOLD PORTION OF THE SAID PROPERTY' **admeasuring 6863 sq.mtrs**. This portion of the property is more fully described in **SCHEDULE-III** of this Agreement and is hereinafter referred to as the '**SAID PLOT/PROJECT LAND**'

23. By issuance of Sanad dated 05.12.2007, bearing Ref No. AC-II/CONV-98/2007, issued by the Additional Collector-II, South Goa District, Margao, the '**SAID**

PLOT/PROJECT LAND' has been permitted to be used for residential purpose.

24. By issuance of Technical Clearance Order issued by the Town and Country Planning Department bearing Ref No: TPM/27074/Cana/16/1/18/126 dated 05.01.2018, and Construction Licence No. VPCB/06/2018-2019 dated 24.04.2018 issued by the Village Panchayat of Cana Benaullim, the construction of residential villas has been approved upon the '**SAID PLOT/PROJECT LAND**'
25. 'The Promoter' intends to develop the "SAID PLOT/PROJECT LAND' by construction of -----
- residential villas. The first phased with ----- villas has been approved by the Village Panchayat.
26. The Promoter is also in the process of planning further development upon the SAID PLOT/PROJECT LAND and also obtaining the approvals for such further development for construction of the remaining villas
27. 'The Promoter' is entitled and authorised to construct the villas upon the 'SAID PLOT/PROJECT LAND' in accordance with the recitals hereinabove and the Promoter is also entitled to do further construction in the SAID PLOT/PROJECT LAND to complete the further phases of the building project.
28. The Allottee has agreed to purchase an Apartment identified as Apartment No. -----, admeasuring

carpet area of ----- sq.mtrs, which is constructed in the first phase of the project. (Hereinafter referred to as the 'SAID APARTMENT').

29. The 'Said Apartment' is more fully described in **SCHEDULE-IV** of this Agreement.
30. 'The Promoter' has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
31. 'The Promoter' 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 at Panaji-Goa under No. ----- and an authenticated copy of the registration certificate is annexed to this Agreement as an **Annexure-1**.
32. 'The Promoter' has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and 'the Promoter' accepts the professional supervision of the Architect and the structural engineer till the completion of the building.
33. 'the Promoter' has sole and exclusive right to sell the 'Said Apartment' and to enter into the present Agreement with the Allottee and further to receive the sale consideration from the Allottee.

34. On demand from the Allottee, 'the Promoter' has given inspection and copies to the Allottee of all the documents of title relating to the 'SAID PLOT/PROJECT LAND' and the plans, designs and specifications prepared by the Promoter's Architect Mr. ----- 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.
35. The authenticated copy of the Certificate of Title issued by the legal practitioner of 'the Promoter' along with relevant revenue record showing the nature of the title of the Promoter to the 'SAID PLOT/PROJECT LAND' has been annexed hereto as **Annexure-2**.
36. The authenticated copies of the plans of the layout of the Said Apartment as approved by the competent authority is annexed as **Annexure-3**.
37. The authenticated copies of the plans of the layout as proposed by 'the Promoter' and according to which the construction of the building and open spaces are proposed to be provided for the said project are annexed as **Annexure-4**.
38. 'the Promoter' has obtained the approvals from the concerned authorities, the details of which are mentioned in these recitals, and 'the Promoter' shall obtain the

balance approvals from the various authorities from time to time, so as to obtain the building completion certificate or occupancy certificate for the complex in which the 'Said Apartment' is located.

39. While sanctioning the plans, the concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by 'the Promoter' while developing the 'Said Plot' and the building and upon due observance and performance of which only the completion or occupancy certificate in respect of the building shall be granted by the concerned competent authority.
40. 'The Promoter' has accordingly commenced construction of the first phase comprising of ----- villas in accordance with the approved plans. The Promoter is also in the process of designing second phase and obtaining the approvals for the remaining villas, which shall also form part of the same complex.
41. The carpet area as defined under clause (k) of section 2 of the said apartment is ----- sq.mtrs.

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 Promoter' a sum of Rs. ----- (Rupees ----- only), being an advance payment or an application fee as provided in Section 13 of the Said Act and payment and receipt of this advance amount is admitted and acknowledged by 'the Promoter' and further the Allottee has agreed to pay to 'the Promoter' the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under Section 13 of the Said Act, 'the Promoter' is required to execute a written Agreement for Sale of the Said Apartment with the Allottee, and also to register the Said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agreed to purchase the Said Apartment.

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

1. The Promoter shall construct the 'Said Apartment' 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. The Promoter shall also have a right to design and construct the remaining premises on the Project Land as part of the

same complex and the Allottee hereby gives his irrevocable consent for the construction of such remaining premises and such other amenities as may be decided by the Promoter and the Allottee shall not raise any objections for undertaking further development in the Project Land so that the Promoter can complete the complex.

2. The Promoter has specifically informed the Allottee that at present he has obtained the approvals only for the first phase of the building project comprising of ----- villas and the Promoter shall have a right to obtain further approvals for the subsequent phases. The Allottee hereby gives his consent for obtaining such further approvals.
3. The Promoter 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. However, no consent of the Allottee shall be required for construction of the remaining villas and/or for construction of the amenities to the complex as per the layout annexed to this Agreement with such alterations as may be decided by the Promoter.
4. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Said Apartment 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-V** annexed herewith.

5. The total aggregate consideration amount for the apartment is Rs. The Allottee shall pay to the Promoter the said consideration amount in the mode and manner as outlined in **SCHEDULE-VI** of this Agreement.
6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the Said Apartment.
7. 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/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being

issued to the Allottee, which shall only be applicable on subsequent payments.

8. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates or 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 Promoter 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 metre as agreed in Clause ----- of this Agreement.
9. The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the

Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

10. The Promoter 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 certificate in respect of the Apartment.
11. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee 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 promoters 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 Promoter, as provided in the payment schedule.
12. If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the

project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

13. Without prejudice to the right of promoter to charge interest in terms of the above clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter 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 Promoter shall at his own option, may terminate this Agreement. **Provided** that Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post A. D. 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. **Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee all the amounts

received from the Allottee under this Agreement after deducting from the said amount all the taxes paid or deducted on the said amount and further liquidated damages of 20 (twenty) percent on the total amount paid by the Allottee as on the date of such termination, shall be retained by the Promoter. The refund shall be made within a period of sixty days of the termination. The Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

14. The fixtures and fittings 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 Promoter in the said building and the Apartment as are set out in **SCHEDULE-VII** hereto.

15. The Promoter shall give possession of the Apartment to the Allottee on or before day of 20 If the Promoter 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 Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment. **Provided** that the Promoter 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 War, civil commotion or act of God; Any notice, order, rule, notification of the

Government and/or other public or competent authority/court or non availability of construction material or any prohibitory order or delay in obtaining the completion certificate or any other permissions for reasons beyond the control of the Promoter.

16. *Procedure for taking possession.*- The Promoter, 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 Said 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 Promoter shall give possession of the Said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
17. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
18. Failure of Allottee to take Possession of the Said Apartment:- Upon receiving a written intimation from the

Promoter as per above clause, the Allottee shall take possession of the Said Apartment from the Promoter by paying all amounts and by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in the above clause, 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.

19. If within a period of five years from the date of handing over the Said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said 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 Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act. In case the Allottee carries out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartment/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the Promoter 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.

20. 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 parking space only for purpose of keeping or parking vehicle.
21. 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 Promoter may decide and for this purpose also from time to time sign and execute the applications 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 bye-law of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter 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.

22. Within 15 days after notice in writing is given by the Promoter 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 Promoter 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 Promoter 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 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 promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

23. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amounts as mentioned in **SCHEDULE-VIII** of this Agreement.
24. At the time of registration of conveyance of the Said Apartment, the Allottee shall pay to the Promoter, the stamp duty and registration charges payable on the transfer deed or on such conveyance or any document or instrument of transfer in respect of the Said Apartment.
25. Representations and warranties of the Promoter:-
The Promoter hereby represents and warrants to the Allottee as follows:-
- (i) The Promoter 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (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 Promoter 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 Promoter 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 Promoter 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 Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the

Said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

26. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartments may come, hereby covenants with the Promoter 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 bye-laws 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 Promoter 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 maybe 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 Promoter 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) 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.
- (viii) Pay to the Promoter within fifteen days of demand by the Promoter, 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.
- (ix) 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.
- (x) 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 Promoter under this Agreement are fully paid up.

- (xi) In the event any Society and/or such other Body is formed, 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.
- (xii) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative 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.

(xiii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Agreement 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 Promoter until sold/allotted.

27. Promoter shall not mortgager or create a charge: After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said 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.

28. Binding effect:- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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.

29. Entire agreement:- This Agreement, along with its schedule 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/plot/building as the case may be.
30. Right to amend:- This Agreement may only be amended through written consent of the Parties.
31. 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 [Apartment], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

32. 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 there under 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.
33. 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 the Project, the same shall be in proportion 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 holders.
34. 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.

35. Place of Execution: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee 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.
36. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.
37. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D. and notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:-

Name of Allottee (Allottee's Address)

Notified E-mail ID:

M/s. Promoter name (Promoter Address)

Notified E-mail ID:

It shall be the duty of the Allottee and the Promoter 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 Promoter or the Allottee, as the case may be.

38. Joint allottees:- That in case there are Joint allottees all communications shall be sent by the Promoter 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
39. *Stamp Duty and Registration*:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
40. *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.

41. 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 or Goa will have the jurisdiction for this Agreement.

SCHEDULE-I

(Description of the **‘SAID ENTIRE PROPERTY’**)

All that landed property denominated as western half of the property named ‘ALIAMBATTA’ and ‘BATWADD0’ also known as ‘CHANDIACHI VISHI’, situated at village Cana-Benaulim, Taluka of Salcete, District of South Goa, State of Goa, which is described in Land Registration Office under No. 29486 new series. This property is western half of the larger property already described under No. 10397 of old series

SCHEDULE-II

(Description of the **‘UNSOLD PORTION OF THE SAID PROPERTY’**)

SCHEDULE-III

(Description of the **‘SAID PLOT/PROJECT LAND’**)

All that Plot of Land **admeasuring 6863 sq. mtrs**, presently forming a part of the property surveyed under **Survey No. 16/1 of village Cana** of Salcete Taluka, which is a separated portion of the larger property denominated as western half of the property named ‘ALIAMBATTA’

and ‘BATWADD0’ also known as ‘CHANDIACHI VISHI’, situated at village Cana-Benaulim, Taluka of Salcete, District of South Goa, State of Goa, which property is described in Schedule-II hereinabove.

This Plot of Land is at present bounded as under:-

East	
West	
North	
South	

SCHEDULE-IV

(Description of the Said Apartment)

SCHEDULE-V

(Description of the common areas and facilities for the complex)

SCHEDULE-VI

(Payment Schedule)

SCHEDULE-VII

(Description of the Fixtures and Fittings to be provided to the Said Apartment)

SCHEDULE-VIII

(Details of Amounts to be deposited with the Promoter before taking possession of the Said Apartment)

ANNEXURES:-

1. Authenticated copy of the registration certificate is annexed to this Agreement as an **Annexure-1**.
2. Certificate of Title issued by the legal practitioner is annexed hereto as **Annexure-2**.
3. The authenticated copies of the plans of the layout of the Said Apartment as approved by the competent authority is annexed as **Annexure-3**.
4. The authenticated copies of the plans of the layout as proposed by 'the Promoter' and according to which the construction of the building and open spaces are proposed to be provided for the said project are annexed as **Annexure-4**.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Margao-Goa in the presence of attesting witness, signing as such on the day first above written.