

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is executed at Mapusa, before the office of the Sub-Registrar of Bardez, Taluka Registration and Sub-District of Bardez, District of North Goa, State of Goa on this \_\_\_\_\_ **day of the**  
**month of** \_\_\_\_\_ **in the year Two Thousand and Nineteen**  
**(\_\_\_\_/\_\_/2019);**

**BETWEEN**

1. **MR. COSMAS FRANCIS FERNANDES alias COSMAS FERNANDES**, son of Late Saluzinho Fernandes, age 62 years, Indian National having PAN Card No AAEPF9458K , AADHAR Card No: Phone no: 9850477639 email:cosmas28@gmail.com and his wife
2. **MRS. PERPETUA FERNANDES alias PERPETUAL FERNANDES**, age 60 years, Indian National having PAN Card No. AAEPF9459J,email: [cosmas28@gmail.com](mailto:cosmas28@gmail.com),Phone: 9822686847 both resident of H. No 391/1 Nr St Ann's Chapel, Marra, Pilerne Bardez Goa 403114. hereinafter referred to as **“THE PROMOTER NO 1”** (which expression shall mean and include their respective heirs, legal representatives' executors, and administrators, and assigns) **of the FIRST PART.**

**AND**

1. **M/s HORIZON LAND DEVELOPMENTS PRIVATE LIMITED (PAN NO. AACCH0897B)**, a company incorporated under the Indian Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, House No 435/38, Horizon Square, Nr Canara Bank, Chogm Road Alto Pilerne PorvorimGoa,Phone No: 0832411039,email: info@horizongoa.com, represented by its Managing Director/authorized signatory, **MR. JONATHAN FERNANDES, (PAN NO. AAKPF8576E)** son of Mr. Cosmas Fernandes, age 32 years, Married, businessman, Indian National, resident of H. No. 391/1, Nr St Ann's Chapel, Marra, Pilerne, Bardez Goa, Aadhar Card No:589357576961,email:jonathan@horizongoa.com Phone number: 9822686847 hereinafter referred to as **“THE PROMOTER NO 2”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) **of the SECOND PART.**

**AND**

1. Ms/Mr.                                      wife/husband of                                      son/daughter of.                                      Aged.                                       
Years ,Married/Bachelor, Occupation.                                      Holder of Pan Card no.                                      Indian  
National and resident of.                                      , who shall hereinafter be referred to as the  
“ALLOTTEE/S” (which expression shall, unless it be repugnant to the context or  
meaning thereof, mean and include its successors in title and assigns) of the SECOND  
PART.

The Promoter No. 1 and Promoter No. 2 shall be jointly referred to as “**THE PROMOTERS**”.

**WHEREAS :**

There exists a property known as “**PONGERACHO AKH**” or “**PONGURACHO AKH**”, totally admeasuring 2050 sq. mts, not described in the Land Registration Office of Bardez, but presently surveyed under no. 46/5 of village Marra Pilerne, situated at Marra, within the limits of Village Panchayat of Pilerne Marra, Taluka Bardez, District of North Goa described in **SCHEDULE-I** hereunder and shall hereinafter be referred to as “**THESAID PROJECT LAND**”.

AND WHEREAS THE SAID PROJECT LAND was originally owned by Joao Xavier Almeida, bachelor, Priest by profession, who expired on 24/09/1979 and before his death by registered will dated 18/02/1972 allotted all his properties to his grandnephews Mr. Placido Alves de Jose Mir Almeida son of late Jose JovinoBenedico Almeida married to Mrs. Maria Alves Almeida, Mr. Derek Xavier de Jose Mir Almeida married to Cheryl Maria Almeida, Mrs. Maria Bernadette Sharon Fernandes married to Mr. Roque AgneloBlasco Fernandes, his only legal heirs.

The above-named Mr. Placido Alves de Jose Mir Almeida, Mrs. Maria Alves Almeida, Mr. Derek Xavier de Jose Mir Almeida, Cheryl Maria Almeida, Mrs. Maria Bernadette Sharon Fernandes and Mr. Roque AgneloBlasco Fernandes vide Deed of Sale dated 10th September 2007 registered under No 4693 at pages 104 to 128 Book No 1 Volume No 2286 dated 20/09/2007 sold the SAID PROPERTY to Mr. Cosmas Fernandes.

And Whereas thus the Promoter 1 are absolute owners of THE SAID PROPERTY, described in **SCHEDULE-I** hereunder and shall hereinafter be referred to as “**THE**

**SAID PROJECT LAND”**.

- (I) That there are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature over the said Project land, Promoter No. 1 being the sole and exclusive owner of the said Project land.
- (II) That the said Project Land is free from encumbrances and/or defect in title.
- (III) That the said project land has been mortgaged to EDC Limited Panaji Goa and a N.O.C for sale of the SAID UNIT has been obtained and is annexed herewith.
- (IV) That the said Project Land is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies.
- (V) That the said Project Land is not the subject matter of any notices and/or proceedings under the provisions of the Land Acquisition Act and/or Requisition Act.
- (VI) That the Promoter No. 1 being interested in developing the said Project Land and on considering the fact that the Promoter No. 2 is in the business of development and construction of prestigious projects, the Promoter No. 1 have approached the Promoter No. 2 to develop and construct the said Project Land.
- (VII) AND WHEREAS Mr Cosmas Fernandes and his wife Mrs Perpetua Fernandes, vide Agreement for Sale and Development dated 5<sup>th</sup> September 2019 registered in the office of the notary public Shri. Upendra Timble under registration no 1250/10/2019 entered into an Agreement for Sale and development of the SAID PROPERTY with M/s Horizon Land Developments Pvt Ltd. (hereinafter referred to as "*The Development Agreement*"), executed between the Promoter No. 1

(hereinafter referred to as "*the OriginalOwner*") of the One Part and the Promoter No. 2 of the Other Part, thePromoter No. 1 granted to the Promoter No. 2, development rights to the said project land and to construct thereon Villas in accordance with the terms and conditions contained in the said Development Agreement;

(VIII) That by virtue of the said Development Agreement, thePromoter No. 2 obtained development rights in the said Project Land and is presently in possession of the Said Project Land;

(IX) That the Promoter No. 2 is entitled and authorized/ enjoined toconstruct Residential complex consisting of Villas on the said project land in accordance with the recitals hereinabove;

(X) That the Promoter No. 2 has proposed development andconstruction in the said Project Land.

(XI) That the Promoter No. 2 has proposed to construct on the saidproject land, a residential complex comprising of approximately 7 Villas together with circulation and passages, amenities, parking, Swimming Pool and services, common areas, which scheme when completed shall be known as and hereinafter be referred to as "**HORIZONS LUXURIA**". (Hereinafter referred to as "**THE SAID PROJECT**").

(XII) That the Promoter No. 2 has appointed Mrs. ViranginiKamat having Registration No. CA/2000/26906 /AR /0027/2011 as Architect registeredwith the Council of Architects;

(XIII) That the Promoter No. 2 has appointed a Mr Shirish Kamat having registration no. ER/0083/2010 from Panaji-Goa as StructuralEngineer for the preparation of the structural design and drawings of the Villas;

(XIV) That the Promoter No. 2 accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said Project;

(XV) That in pursuance of the same, the following Permissions and Licences were issued for development of the said Project Land:

(A) Construction License issued from the Village Panchayat of Pilerne Marra Goa under No. VP/PM/F.2/residential Villas / Swimming Pools / Com-Wall/ 2019-20/53 dated 16/4/2019

(B) Conversion Sanad dated 8/4/2019 under No. 4/320/CNV/AC-III/2018/568 granted by the Office of the Additional Collector II , North Goa, District, Mapusa Goa.

(C) Technical Clearance Order dated 13/11/2018, under Ref No. TPB/4857/MARRA/TCP-18/4781 granted by the Office of the Senior Town Planner , Mapusa.

(D) No Objection Certificate from the Health Primary Health Centre Candolim under No. PHCC/N.O.C. /2018-2019/2206 dated 24/12/2018

(E) Letter from the Electricity Department O& M Sub division II Porvorim, under No. 1/10/TECH/0&M /SD.11/POR/2018-19/3588 dated 29/11/2018

(F) Letter from the Water Supply Department under no. PWD/SDIV/PHE-N/F.13/704/2018-19 dated 9/11/2018

(XVI) That the Promoter No. 2 has obtained plans of the Layout as proposed by him and approved by the concerned competent authority according to which the construction of the said Project is proposed to be provided for on the said project;

(XVII) That while sanctioning the said permissions, licences and plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter No. 2 while developing the said project land and the said Project and upon due observance and performance of which

only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned local authority.

(XVIII) That the Promoter No. 2 has obtained Certificate of Title issued by his Legal Practitioner showing the nature of the title of the Promoter No. 1 and the development rights to the said Project Land to Promoter No. 2 to the said project land on which the Villas are being constructed.

(XIX) That the Promoter No. 2 has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project building 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 Project.

(XX) That the Promoter No. 2 has accordingly commenced construction of the said building/s in accordance with the said approved plans.

(XXI) That the Promoter No. 2 is in the process of registering the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa.

(XXII) That the Allottee has approached the Promoter No. 2 to purchase a Villa being constructed in the Said Project;

(XXIII) That the Promoter No. 2 by virtue of the said Development Agreement has sole and exclusive right to sell the said Villas in the said Project i.e. "Horizons Luxuria" being constructed by him on the said project land and to enter into Agreement with the Allottee of the said Villa and to receive the sale consideration in respect thereof.

(XXIV) That on demand from the Allottee, the Promoter No.2 has given inspection and copies to the Allottee of all the documents of title relating to the Said Project Land and the plans, designs and specifications prepared by the Architects 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 of the Promoter No. 2 and the Allottee has acknowledged the receipt of the same.

**L.** That the Allottee has agreed to purchase a **Villa** bearing No. \_\_\_\_ of Type \_\_\_\_\_ (**AS APPLICABLE**) in the said Project “Horizons Luxuria” being constructed on the Said Project Land by the Promoter No.2 for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).**

**LI.** That the Floor Plan of the said Villa agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto.

**LII.** That 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.

**LIII.** That under section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale of said Villa with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).



**LIV.** That in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Said Villa alongwith the parking and other amenities.

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

**(1) PROJECT AND/OR SAID VILLA:**

a) The Promoter No. 2 has proposed to construct on the said project land (more particularly described in **SCHEDULE-I** hereunder), a residential complex comprising of approximately 7 Villas together, Security cabins, Swimming Pool , common areas, which scheme when completed shall be known as and hereinafter be referred to as **“HORIZON’S LUXURIA”**. (Hereinafter referred to as **“THE SAID PROJECT”**). The Masterplan of the said Project has been annexed hereto as **“ANNEXURE-A”**.

b) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee Villa identified as **Villa No. \_\_** of **Type- \_\_** comprising of ground plus first floor having carpet area admeasuring \_\_\_\_ sq. mtrs., Exclusive Balcony admeasuring \_\_\_\_ sq.mts. proportional common area admeasuring \_\_\_\_sq. mts., Built up area of Ground Floor admeasuring \_\_sq. mts., Built up area of First Floor admeasuring \_\_\_\_ sq. mts, having total built up area admeasuring \_\_\_\_ sq. mts.(\_\_\_\_ sq. ft.), Pool admeasuring \_\_\_\_ sq. mts., Pool Deck admeasuring \_\_\_\_ sq.mts., Open drive way admeasuring \_\_\_\_ sq. mts., Garden admeasuring \_\_\_\_ sq. mts. having area admeasuring \_\_\_\_ sq. mts. for exclusive use, in the said Project being constructed on the said Project Land (Hereinafter referred to as **“THE SAID VILLA”** and more particularly described in **SCHEDULE-II** hereunder and Villa Plan annexed as **“ANNEXURE-B”** hereto.), for a total consideration of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the said Villa together with the proportionate undivided share to the said Project Land corresponding to the said Villa.

**Provided that** the Promoter No. 2 shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Villa of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

c) The specifications of the said Villa as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-III** hereto.

d) 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) shall be provided by the Promoter No. 2 in the said Project and the said Villa.

e) The common areas, amenities and facilities to the said Villa as agreed to be provided by the Promoter No. 2 to the Allottee for the said Villa has been more particularly described and/or mentioned in **SCHEDULE-IV** hereto.

f) The Allottee has paid to the Promoter No. 2 a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, prior to the execution of these presents, being an advance payment as provided in Section 13 of the said Act (the payment and receipt whereof the Promoter No. 1 confirms and the Promoter No. 2 hereby admit and acknowledge) after deducting an amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** towards 1% TDS as per the provisions of The Income Tax Act and the Allottee has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE-V** hereunder.

g) The Allottee shall pay to the Promoter No. 2, Goods and Services Tax (GST) @5% at the time of Payment of every instalment towards purchase of the said Villa.

h) The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the Promoter No. 2 by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and

carrying out the said Project payable by the Promoter No. 2) up to the date of handing over the possession of the Said Villa.

i) 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time.

The Promoter No. 2 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 No. 2 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.

**j)** The Promoter No. 2 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 parties 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 Promoter No. 2.

**k)** The Promoter No. 2 shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the Completion Certificate/ Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent.

The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter No. 2. If there is any reduction in the carpet area within the defined limit then Promoter No. 2 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) (Registration of Real Estates Projects, Registration of Real Estates 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 Promoter No. 2 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.

**l)** The Allottee authorizes the Promoter No. 2 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 No. 2 may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter No. 2 to adjust his payments in any manner.

**m)** The Promoter No. 2 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 said Villa to the Allottee, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Villa.

**2. FLOOR AREA RATIO (FAR):**

The Promoter No. 2 hereby declares that the Floor Area Ratio available as on date in respect of the said Project Land is 80% as mentioned in the Development Control Regulation which are applicable to the said Project.

**3. POSSESSION:-**

**a) Delivery of Possession:** The Promoter No. 2 shall give possession of the said Villa to the Allottee on or before \_\_\_\_/\_\_\_\_/\_\_\_\_. **(Due Possession Date)** with an extension of \_\_\_\_ months i.e. on or before \_\_\_\_/\_\_\_\_/\_\_\_\_. **(Extended Period).**

Time is essence for the Promoter No. 2 as well as the Allottee. The Promoter No. 2 shall abide by the time schedule for completing the said project and handing over the Said Villa 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 Promoter No. 2 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 No. 2.

**b) Delayed Possession/breach(es)/Payments:**

**i)** If the Promoter No. 2 fails to abide by the time schedule for completing the said project and handing over the said Villa to the Allottee, the Promoter No. 2 agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in Rule 18 of the said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

ii) If the Promoter No. 2 fails or neglects to give possession of the said Villa to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, if the Allottee wishes to terminate this Agreement, then the Promoter No. 2 shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Villa with interest as specified in Rule 18 of the said Rules, from the date the Promoter No. 2 received the sum till the date the amounts and interest thereon is repaid.

**Provided that,** the Promoter No. 2 shall be entitled to reasonable extension of time of maximum 2-3 years for giving delivery of said Villa on the aforesaid date, if the completion of the said Project in which the said Villa is to be situated is delayed on account of:

a) war, civil commotion or Act of God ;

b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

iii) The Allottee agrees to pay to the Promoter No. 2 interest as specified in Rule 18 of the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter No. 2 under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter No. 2.

Without prejudice to the right of Promoter No. 2 to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter No. 2 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 No. 2 shall at his own option, may terminate this Agreement:

**Provided that,** Promoter No. 2 shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the Allottee and/or 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 No. 2 within the period of notice, then at the end of such notice period, Promoter No. 2 shall be entitled to terminate this Agreement. **Provided further that,** upon termination of this Agreement as aforesaid, the Promoter No. 2 shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter No. 2) within a period of sixty days of the termination, the instalments of sale consideration of the said Villa which may till then have been paid by the Allottee to the Promoter No. 2 and the Promoter No. 2 shall not be liable to pay to the Allottee any interest on the amount so refunded.

c) **Procedure for taking Possession:** The Promoter No. 2 shall within 7 days of obtaining the Occupancy Certificate from the competent authority and upon payment made by the Allottee as per the Agreement, offer possession of the Said Villa to the Allottee intimating in writing that the said Villa is ready for use and Occupancy of the said Project to be taken within 1 (one month) from the date of receipt of such notice and the Allottee shall take possession of the said Villa from the Promoter No. 2 by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter No. 2 shall give possession of the said Villa to the Allottee.

d) **Failure of Allottee to take Possession of Said Villa:** In case the Allottee fails to take possession within the time provided as above, such Allottee shall

continue to be liable to pay maintenance charges 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 thereon.

**e) Defect(s):**

(i) If within a period of five years from the date of handing over the said Villa to the Allottee, the Allottee brings to the notice of the Promoter No. 2 any structural defect in the said Villa or the said Project in which the said Villa is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter No. 2 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 No. 2, compensation for such defect in the manner as provided under the Act.

(ii) In case the Allottee carries out any work within the said Villa after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining Villas, then in such an event the Promoter No. 2 shall not be liable to rectify or pay compensation. But the Promoter No. 2 may offer services to rectify such defects at nominal charges.

(iii) Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.

**f) Use of said Villa:** The Allottee shall use the said Villa or any part thereof or permit the same to be used only for purpose of residence.

**He/she/they** shall use the garage or parking space only for purpose of keeping or parking vehicle.

**g) Deposits at the time of taking possession:**

**I.** The Allottee shall on or before delivery of possession of the said Villa keep deposited with the Promoter No. 2, the following as per actuals towards:

**i)** Share money, application entrance fee of the society or any other entity;

**ii)** Formation and registration of the society or any other entity;

**iii)** Proportionate share of taxes and other charges/levies in respect of the society or any other entity;

**iv)** Deposit of provisional monthly contribution towards outgoings of society or any other entity;

v) Deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;

vi) Deposits of electrical receiving and sub-station provided in Layout;

vii) Legal charges;

viii) Infrastructure Tax;

ix) Corpus in respect of the society or any other entity;

x) Stamp Duty and Registration Charges;

xi) Maintenance plus GST per month;

xii) House Tax Transfer;

xiii) bear and pay the proportionate share of outgoings in respect of the said project and/or said Project land 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;

xiv) All other expenses necessary and incidental to the management and maintenance of the said project land.

**II.** The Allottee shall pay to the Promoter No. 2 for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter No. 2 in connection with formation of the said society or any other entity and for preparing its rules, regulations and bye-laws as per actuals.

#### **4. MAINTENANCE OF THE COMPLEX:**

i) The Promoter No. 2 undertakes to maintain the complex till such time the society or any other entity is formed and registered.

ii) Until the society or any other entity is formed and common areas of the said Project is transferred to it, the Allottee shall pay to the Promoter No. 2 such proportionate share of outgoings as may be determined by the Promoter No. 2.

iii) The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and



every month in advance and shall not withhold the same for any reason whatsoever.

iv) It is agreed that non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the Promoter No. 2 to charge interest on dues, in accordance with the terms and conditions contained herein.

##### **5. FORMATION OF SOCIETY OR ANY OTHER ENTITY:**

v) The Allottee along with other Allottee(s) of Villas in the said Project shall join in forming and registering the society or any other entity to be known by such name as the Promoter No. 2 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 any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, duly fill in, sign and return to the Promoter No. 2 within seven days of the same being forwarded by the Promoter No. 2 to the Allottee, so as to enable the Promoter No. 2 to register the society or any other entity.

vi) 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.

vii) The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter No. 2 provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter No. 2 shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or any other entity as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter No. 2 to the society or any other entity, as the case may be.

viii) Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoter No. 2 as per the Agreement.

**6. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

**i.** The Promoter No. 1 has clear and marketable title with respect to the said Project Land; as declared in the title report and the Promoter No. 2 has the requisite rights to carry out Development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;

**ii.** The Promoter No. 2 has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;

**iii.** There are no encumbrances upon the said Project Land except those disclosed in the title report;

**iv.** There are no litigations pending before any Court of law with respect to the said Project Land or said Project except those disclosed in the title report;

**v.** All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land 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 said Project, said Project Land shall be obtained by following due process of law and the Promoter/ Promoter No.1 has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land and common areas till its transfer to the society or any other entity;

**vi.** The Promoter No. 2 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 No. 2 has not entered into any Agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Project Land, including the said Project and the said Villa which will, in any manner, affect the rights of Allottee under this Agreement;

**viii.** The Promoter No. 2 confirms that it is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;

**ix.** Upon formation and registration of the society or any other entity, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity;

**x.** The Promoter No. 2 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 project land) has been received or served upon the Promoter No. 2 in respect of the said project land and/or the said Project except those disclosed in the title report;

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#### **7. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:**

The Allottees themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Promoter No. 2 as follows:

**i.** To maintain the said Villa at the Allottees' own cost in good and tenantable repair and condition from the date that the possession of the said Villa is taken and shall not do or suffer to be done anything in or to the said Project in which the said Villa is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Villa is situated and the said Villa itself or any part thereof without the consent of the local authorities, if required.

**ii.** Not to use the said Villa for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Villa 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 said Project in which the said Villa is situated, including entrances of the said Project in which the said Villa is situated and in case any damage is caused to the said Project in which the said Villa is situated or the said Villa 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 their own cost all internal repairs and maintain the said Villa in the same condition, state and order in which it was delivered by the Promotor No. 2 to the Allottee and shall not do or suffer to be done anything in or to the said Project in which the said Villa is situated or the said Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project in which the said Villa is situated and shall keep the portion, sewers, drains and pipes in the said Villa and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Villa 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 said Villa without the prior written permission of the Promotor No. 2 and/or the society or any other entity.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and or the said project land and in which the said Villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Villa in the compound or any portion of the said Project and/or said Project land in which the said Villa is situated.

vii. Pay to the Promotor No. 2 within fifteen days of demand by the Promotor No. 2 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 said Project/building or said Project land in which the said Villa 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 said Villa 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 said Villa until all the dues payable by the Allottee to the Promotor No. 2 under this Agreement are fully paid up.

**x.** The Allottee shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies 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 Project for the time being in force regarding the occupancy and use of the said Villa in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**xi.** Till a conveyance of the said Villa is executed in favour of the Allottee, the Allottee shall permit the Promotor No. 2 and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Villa or any part thereof to view and examine the state and condition thereof.

#### **8. INDEMNITY:**

The Promoter No. 2 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 No. 2.

#### **9. SEPARATE ACCOUNT:**

The Promoter No. 2 shall maintain a separate account in respect of sums received by the Promoter No. 2 from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### **10. SAVINGS CLAUSE:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villa or of the said Project or any part thereof. The Allottee shall have no claim save and except in respect of the said Villa alongwith proportionate indivisible share agreed to be sold to him. All unsold or un-allotted inventory/shall continue to remain the property of the Promoter No. 2 until sold/allotted/ transferred to the society or any other entity as hereinbefore mentioned.

**11. MORTGAGE OR CREATION OF CHARGE:**

After the Promoter No. 2 executes this Agreement he shall not mortgage or create a charge on the Villa and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Villa.

**12. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter No. 2 does not create a binding obligation on the part of the Promoter No. 2 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 No. 2

If the Allottee(s) fail to execute and deliver to the Promoter No. 2 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 No. 2, then the Promoter No. 2 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, allotment of the said Villa to 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.

**13. ENTIRE AGREEMENT**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and

supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Villa and/or the said Project, as the case may be.

**14. RIGHT TO AMEND:**

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

**15. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

**16. 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 the 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.

**17. 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 said Project, the same shall be in proportion to the carpet area of the said Villa to the total carpet area of all the Villas in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of respective Allottees.

**18. 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.

**19. EXECUTION OF THE AGREEMENT:**

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter No. 2 or through its authorized signatory at the office of the Promoter No. 2 or at some other place, which may be mutually agreed between the Promoter No. 2 and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter No. 2 or simultaneously with the execution, the said Agreement shall be registered at the office of the concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.
- b) The Allottee and/or Promoter No. 2 or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter No. 2 or its authorized signatory will attend such office and admit execution thereof.

**20. NOTICES & CORRESPONDENCES:**

- a) That all notices to be served on the Allottee and the Promoter No. 2 as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter No. 2 by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified above.
- b) That in case there are Joint Allottees, all communications shall be sent by the Promoter No. 2 to the Allottee whose name appears first and at the address given by **him/her** which shall for all intents and purposes be considered as properly served on all the Allottees.
- c) It shall be the duty of the Allottee and the Promoter No. 2 to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D and notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter No. 2 or the Allottee, as the case may be.



**21. STAMP DUTY AND REGISTRATION :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Present value of the said Villa is **Rs.**

\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_ **Only**) and as such stamp duty @ 2.9% i.e. **Rs.** \_\_\_\_\_/ - (**Rupees** \_\_\_\_\_ **Only**) is embossed on the present Agreement, which is borne and paid by the Allottee.

**22. 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.

**23. 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 Goa will have the jurisdiction for this Agreement.

**IN WITNESS WHEREOF** parties hereinabove named have set their this  
respective hands and signed Agreement for Sale in the presence of  
attesting witness.

**SCHEDULE-I**  
**DESCRIPTION OF THE SAID PROPERTY)**

All that property known as “PONGERACHO AKH” or “PONGURACHO AKH”, totally admeasuring 2050 sq. mts., not described in the Land Registration Office of Bardez, but presently surveyed under no. 46/5 of village Marra Pilerne, situated at Marra, within the limits of Village Panchayat of Pilerne Marra, Taluka Bardez, District of North Goa,, and bounded as under:

North : By Survey No 39/28 of Village  
Marra

South : By Survey No 45/1 of Village Marra

East : By Survey No 41 of Village Marra

West : By Survey No 46/4 of Village Marra.

The said project “HORIZONS LUXURIA” is constructed on portion of land outlined in red colour and the undivided share in land to be allotted to the ALLOTTEE shall be out of the said area of 2050 sq.mts. only

**SCHEDULE-II**  
**(DESCRIPTION OF THE SAID VILLA)**

**ALL THAT** Villa identified as **Villa No.** \_\_\_\_ of **Type-**\_\_ comprising ofground plus first floor having carpet area admeasuring \_\_\_\_ sq. mtrs., Exclusive Balcony admeasuring \_\_\_\_ sq.mts. proportional common area admeasuring \_\_\_\_sq. mts., Built up area of Ground Floor admeasuring \_\_sq. mts., Built up area of First Floor admeasuring \_\_\_\_ sq. mts, having total built up area admeasuring \_\_\_\_ sq. mts.(\_\_\_\_ sq. ft.), Pool admeasuring

\_\_\_\_ sq. mts., Pool Deck admeasuring \_\_\_\_ sq.mts., Open drive way admeasuring \_\_\_\_ sq. mts., Garden admeasuring \_\_\_\_ sq. mts. having area admeasuring \_\_\_\_ sq. mts. for exclusive use, along with proportional undivided share corresponding to the said Project Land in the said Project “**Sol Pilerne**”, being constructed on the said Project Land described in Schedule-I hereinabove. The said Villa is bounded as under:-

**To the East:**

**To the West:**

**To the North:**

**To the South:**

(The Said Villa is annexed to the plan annexed hereto as “**Annexure-B**”).

### **SCHEDULE III**

#### **(SPECIFICATIONS)**

- 1) Earthquake resistant RCC framed structure of minimum M20 Grade concrete.
- 2) External masonry in 23cms laterite stones.
- 3) Internal masonry in single brick/laterite stone of minimum 10cms thickness.
- 4) External plaster is of two coats cement plaster of 20 mm thickness.
- 5) Internal plaster will of one coat of cement plaster of 12 mm thickness .
- 6) Electrical wiring will be concealed with switches of Legrand or equivalent brand. 3 phase power supply will be provided.
- 7) Internal Plumbing will be concealed with UPVC and CPVC of Astral or equivalent brand.

- 8) Sanitary ware and plumbing fittings will be of white/beige colour of Jaquar/kohler or equivalent brand.
- 9) Internal painting will be Acrylic emulsion (Royale or Asian paints).
- 10) External painting will be done with Apex Ultima of Asian paints.
- 11) External doors and windows will be of UPVC.
- 12) Main Door in Teak Wood.
- 13) Internal doors will be flush doors with teak Veneer.
- 14) Flooring will be of Vitrified tiles.( Basic rates of tiles Rs.1000/sq.mt)
- 15) Bathroom dado will have vitrified tiles upto ceiling height. (Basic rates of tiles Rs. 1,500/sq.mt)
- 16) Kitchen will be provided with granite top. (as designed by the Promoter No. 2)
- 17) Sloping roof of the structure will be covered with Mangalore tiles.
- 18) Provision will be kept for telephone, TV, and Invertor.
- 19) Underground sump will be provided for water storage.
- 20) Hydro pneumatic pumping system for water supply will be provided.
- 21) Independent plunge pool will be provided.
- 22) Adequate landscaping will be carried out.

#### **SCHEDULE-IV**

##### **(COMMON AMENITIES/COMMON AREAS)**

- 1) Power back up for common lighting/pumps etc.
- 2) Common underground Sump for water storage.
- 3) Pressurized water supply system.
- 4) Common lighting for internal roads and Open space.
- 5) Electrical panel room.

- 6) Security cabin.
- 7) Adequate landscaping in Open space.
- 8) Irrigation system for Open space landscaping.
- 9) CCTV security system for common areas.
- 10) Provision for WiFi connection.
- 11) Provision for LPG connection.
- 12) Entrance gate with security cabin.
- 13) Intercom connection to main gate.

**SCHEDULE-V**  
**(PAYMENT PLAN)**

**SIGNED AND DELIVERED)**  
**BY THE WITHINNAMED)**  
**PROMOTER NO. 1(Sr. No 1A))**

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**SIGNED AND DELIVERED)**  
**BY THE WITHINNAMED)**  
**PROMOTER NO. 1(Sr. No 2A))**

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**SIGNED AND DELIVERED            )**  
**BY THE WITHINNAMED            )**  
**PROMOTER NO. 2**

\_\_\_\_\_  
**MR.JONATHAN FERNANDES**

**L.H.F.P**

**R.H.F.P**

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**THE WITHIN NAMED ALLOTTEE**

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**MR./MS.** \_\_\_\_\_.

**L.H.F.P**

**R.H.F.P**

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**IN THE PRESENCE OF WITNESSES:**

**1. Name**

**Signature** \_\_\_\_\_

**2. Name**

**Signature** \_\_\_\_\_