

**AGREEMENT OF SALE**

This Agreement made at Mapusa, Sub District of Bardez  
Taluka, District of Goa, this \_\_\_th day of May in the year Two  
Thousand and Eighteen.

**BETWEEN**

- I. **BRAGANZA AND FULARI VENTURES**, a partnership firm duly registered at Sub Registrar Office at Mapusa, under no. 33/2016, at page no:- 11, Vol No. XII dated 12/02/2016, having a Pan Card No. AAQFB0707K, having its registered office at 303 & 304, B&F Habitat Building, 3<sup>rd</sup> Floor, Canca Parra, Bypass Road, Ximer, Mapusa, Bardez, Goa and represented by its Partners:
- (1) **MR. JOSE MARTINHO BRAGANZA**, S/o Mr. Jose F. Braganza, 39 years of age, married, businessman and residing at H. No. 130, Angod, Mapusa, Bardez-Goa, and;
- (2) **MR. VINAYKUMAR VINAYAK FULARI**, S/o Mr. Vinayak A. Fulari, 43 years old, married, businessman and residing at H. No. 205/1, Fernandes Vaddo, Siolim Bardez-Goa, **hereinafter referred to as “the Promoter” of the one part.**

**AND**

- II. Mr. \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_ years of age, Married/unmarried, occupation, holder of Pan card no. \_\_\_\_\_ and residing at \_\_\_\_\_ **hereinafter referred to as “the Allottee/Purchaser” of the other part.**

All Parties in this Agreement are Indian Nationals.

**AND WHEREAS**, by a Sale Deed dated..... day of ..... 20 ..... and executed between the Owners and the Promoters the, Vendors have agreed with the Promoters for the absolute sale to the Promoters/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. 126/4A, lying and being survey No. 126/4A at ward Paithona, Village of Salvador-do-Mundo, Bardez, Goa and admeasuring 3470 sq. mts. more particularly described in the Schedule-I hereunder written

(hereinafter referred to as “the project land”).

**AND WHEREAS**, at Ward Paitona of Village Salvador-do-Mundo, **which** is within the limits of village Panchayat of Salvador-do-Mundo, Sub district of Bardez taluka, District of North Goa State of Goa there exists an immovable property known as “**GAUTHAN PAITONA**”, surveyed under No. 126/4 of village Salvador do Mundo survey records and admeasuring an area of 4,800 sq. mts. The aforesaid property is not described in the Land Registration Office of Bardez but is enrolled in the Taluka Revenue Office of Bardez under matriz no. 314 of Village Salvador do Mundo. For the sake of brevity, the property surveyed under No. 126/4 of village Salvador do Mundo shall be herein referred to as “**THE SAID PROPERTY**” and better described in schedule-I here under;

**AND WHEREAS**, “**THE SAID PROPERTY**” was originally owned by Constantino Francisco Paes alias Constantino Francisco Jose Rufino Paes alias Constantino Pais alias Constantino Paes and the Taluka Revenue Records under matriz no. 314 with respect to “**THE SAID PROPERTY**” was registered in the name of Constantino Francisco Paes;

**AND WHEREAS**, the pre-promulgated records of the Land index in Form III with respect to “**THE SAID PROPERTY**” shows the name of Constantino Paes, in the occupants column and the same was confirmed post promulgation of land records in Form I & XIV;

**AND WHEREAS**, the said Constantino Francisco Paes alias Constantino Francisco Jose Rufino Paes alias Constantino Pais alias Constantino Paes was married to Mariquinha Paes alias Mariquinha Eulalia Paes and had three children/descendants viz; (i) Rosario Antonio Francisco G.

Paes married to Allegrinha Josefina Paes alias Alice Paes, (ii) Anita Araujo married to Cajetan alias Caetano Araujo and (iii) Sarto Z. Paes, bachelor. The said Constantino Francisco Paes alias Constantino Francisco Jose Rufino Paes alias Constantino Pais alias Constantino Paes and his wife Mariquinha Paes alias Mariquinha Eulalia Paes expired leaving behind the afore mentioned children/descendants as their sole and universal heirs;

**AND WHEREAS**, on the demise of Constantino Francisco Paes alias Constantino Francisco Jose Rufino Paes alias Constantino Pais alias Constantino Paes and his wife Mariquinha Paes alias Mariquinha Eulalia Paes, an Inventory Proceedings was initiated by their granddaughter, the Owner/Vendor no. 1 herein, in the Court of Civil Judge, Senior Division at Mapusa, being Inventory Proceeding no. 230/2010/B and **“THE SAID PROPERTY”** was taken at Item no. 1;

**AND WHEREAS**, by Judgment & Order dated 29/11/2010 passed by the Civil Judge, Senior Division at Mapusa in the said Inventory Proceedings no. 230/2010/B, **“THE SAID PROPERTY”** taken at Item no. 1 was jointly allotted to the original Owners herein and also allotted to the late husband of the Mrs. Maria Veronica Genevieve Paes Albuquerque alias Maria Veronica G. Paes viz Vincente S. Albuquerque alias Vincent Albuquerque;

**AND WHEREAS**, Vincente S. Albuquerque alias Vincent Albuquerque, the said Vincente S. Albuquerque alias Vincent Albuquerque expired on 28/03/2012 and pursuant to his demise Inventory Proceedings were initiated in the Court of Civil Judge, Junior Division at Mapusa, being Inventory proceeding no. 312/12/E. Half undivided right/share in **‘THE SAID PROPERTY’** owned by the Mrs. Maria Veronica Genevieve Paes Albuquerque alias Maria Veronica G. Paes and her late husband was taken at Item no. 1 and the same

was exclusively allotted to the Mrs. Maria Veronica Genevieve Paes Albuquerque alias Maria Veronica G. Paes herein;

**AND WHEREAS**, the original Owners herein were in peaceful ownership and possession of **“THE SAID PROPERTY”** without any obstruction and interference from anyone whomsoever;

**AND WHEREAS**, Braganza and Fulari Ventures approached the original Owners with their desire and intention to purchase a major part of **“THE SAID PROPERTY”**, excluding an area of 1330 sq. mts., totally admeasuring 3470 sq.mts. For the sake of brevity the major part of **“THE SAID PROPERTY”** admeasuring 3,470 sq. mts. shall be herein referred to as **“THE SAID PLOT/PROJECT LAND”** better described in [Schedule – I](#).

**AND WHEREAS**, Braganza and Fulari Ventures have now executed a Deed of Sale with the original Owners, executed before the office of Sub Registrar, on 10<sup>th</sup> August 2017, bearing Serial No. 3370, Book-1 Document, Registration Nu. BRZ-BK1-03373-2017, CD Number BRZD789.

**AND WHEREAS**, Braganza and Fulari Ventures have now carried out the mutation and have transferred the said property in their name.

**AND WHEREAS**, Braganza and Fulari Ventures, have now partitioned an area amounting to 3470 sqmts., from the larger part of the existing property and have obtained a new survey no 126/4-A.

**AND WHEREAS**, Braganza and Fulari Ventures are the sole and complete Owners of the property admeasuring 3470

sq.mts., surveyed under survey no. 126/4-A, and situated at Ward Paitona of Village Salvador –do-Mundo, which is within the limits of Village Panchayat of Salvador-do -Mundo, Sub District of Bradez Taluka, District North Goa State of Goa.

**AND WHEREAS**, Braganza and Fulari Ventures have obtained all the construction approvals from the competent authorities and are developing a project consisting of 7 Villas, which is being called B&F WaterFront within the property surveyed under 126/4-A, and which is situated at ward Paithona, of Village Salvador-do-Mundo.

**AND WHEREAS** the Promoters are entitled and authorised to construct seven Villas on the said land in accordance with the recitals herein above;

**AND WHEREAS** the Promoters are the absolute Owners of the Project Land and are in possession of the said land;

**AND WHEREAS** the Promoters have proposed to construct on the project land only seven villas. Villa no 4, 5 and 7 each have a Ground Floor and a First Floor; and Villa no 1, 2, 3, and 6 have a Basement, Ground floor and First floor.

**AND WHEREAS** the Allottee has agreed to purchase a Villa bearing number ....., (herein after referred to as the said “Villa”) which is being constructed in Plot number \_\_\_\_\_, in the said project, by the Promoter;

**AND WHEREAS** 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;

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

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Villas and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the Villas.

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

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

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

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

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

**AND WHEREAS** the Promoter has got all of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said Villas 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 Villas;

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

**AND WHEREAS** the Promoter has accordingly



commenced construction of the said Villas in accordance with the said approved plans;

**AND WHEREAS** the Allottee has approached the Promoter for purchase of an Villa No. ...., which is being constructed in Plot no \_\_\_in the said Project called **B&F WaterFront**;

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

**AND WHEREAS**, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

**AND WHEREAS**, 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 under No. ....;

**AND WHEREAS**, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

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 agrees to purchase the Villa and Plot);

**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 Villas consisting of ..... basement and ground floor and first floor, on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

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

1. a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Villa No. .... of the type ..... of carpet area admeasuring ..... sq. Metres. The Villa shall also have an exclusive carpet area of balcony of .....sqmts with an exclusive terrace area..... sqmts if any, on ..... floor in the building ..... (hereinafter referred to as "the Villa") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which includes the proportionate incidence of

common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos ..... situated at ..... Basement and/or stilt and/or ..... podium being constructed in the layout for the consideration of Rs. ....../, within a development called **B&F WaterFront**.

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. ....(Rupees..... only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs.....(Rupees .....) in the following manner:

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

ii. Amount of Rs. ..../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or on.....whichever is earlier.

iii. Amount of Rs. ..../- (.....) (not exceeding 60% of the

total consideration) to be paid to the Promoter on completion of the first floor slabs of the Villa or or on ..... whichever is earlier.

iv. Amount of Rs \_\_\_\_/- (\_\_\_\_\_) (not exceeding 75% of the Total consideration) to be paid to the Promoter on completion of the Roof Slab of the Villa or on \_\_\_\_ whichever is earlier.

v. Amount of Rs. ..../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the walls, internal and external plaster, floorings, doors and windows of the said Villa.

vi. Amount of Rs. ..../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the plumbing, sanitary fittings, electrical wiring of the said Villa.

viii. Balance Amount of Rs. ..../- (.....) against and at the time of handing over of the possession of the Villa to the Allottee on or after receipt of occupancy certificate or completion certificate.

O

R

As per the mode of payment as mutually agreed between the parties

1(d) 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 [Villa and Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of

development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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.

1(f) The Promoter 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.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Villa is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. 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 without annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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 meter as agreed in Clause 1(a) of this Agreement.

1(h) 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 that the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(i) It is hereby mutually agreed between the parties that if the Allottee requests the Promoters to make any additions or alterations in the standard internal lay-out of the said unit or to execute any items of work involving changes or enhancements in configuration, design, features, fittings, finishes, materials or other specifications that differ from or are extra to the standard specifications, hereinafter referred to "**extra items**" these may be permitted at the discretion of the Promoters architects and structural engineers, executed by the Promoters agents/workmen and supervised by the Promoters architects. The Allottee shall pay for these extra items upon receiving the Promoters bill of charges for the same.

2.1 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 Villa to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Villa.

2.2 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 [Villa and Plot]

to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the 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 clause 1(c) herein above. ("Payment Plan").

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

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Villa and Plot] 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.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the 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 AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Villa which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. 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 Villa as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Villa to the Allottee on or before..... day of.....20..... If the Promoter fails or neglects to give possession of the Villa 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 Villa with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

(i) War, civil commotion or act of God;

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

- 7.1 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 [Villa and Plot], 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 [Villa and Plot] 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.

7.2 The Allottee shall take possession of the Villa within 15 days of the written notice from the promoter to the Allottee intimating that the said Villas are ready for use and occupancy.

7.3 Failure of Allottee to take Possession of [Villa and Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Villa and Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Villa and Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Villa to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Villa 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 allottees carry out any work within the Villa after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the 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.

8. It is hereby mutually agreed between the parties that after handing over possession, that the Promoters shall convey the said unit with the said undivided rights and the right to use the said amenities, in favour of the Allottee on the following conditions.
  - a) Each Allottee share of the undivided, impartible rights to the land shall be quantified as a fraction of the area of his/ her/ their unit to the total plot area of the said property. The deed of conveyance by which the said unit along with undivided rights and the right to use the said amenities shall be conveyed to the Allottee is hereafter called, **“THE SAID SALE DEED”**.
  - b) Each of the Allottee and lessees of units to be constructed on the said property shall also have rights to the use and enjoyment of the said development and all the said amenities therein and shall each pay their proportionate share of the common maintenance and management expenses.
  - c) The said undivided rights shall be notional, in that the Allottee on account of the said undivided rights shall lay claims or demands in respect of any specific part or any portion of the said property. The open/ common/ public spaces and areas including passages, pathways, garden areas, swimming pool, and other amenities in the said development shall be for the common use and enjoyment of all occupants of the development, and the Allottee shall have no claim for exclusive use or exclusive enjoyment of any part or portion of such open/ common/ public spaces and areas or of the said amenities.

9. The Allottee shall use the Villa or any part thereof or permit the same to be used only for purpose of residence only. The allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.
10. It is hereby mutually agreed between the parties that the Alottee confirms that the Promoters shall not be liable to provide in the said Villa, any items of furniture, furnishing, specifications, fixtures or fittings other than those intended to be provided uniformly to all the Villas in “**B&F Waterfront**” or other than those items, if any, that have been paid for by the Alottee.
11. The Allottee along with other allottee(s) of Villas in the Project 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 application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society (Get clients to sign the society formation documents at the time of signing of the Agreement of sale) or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the 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.
12. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Villa 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 Villa/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 Villa/s. Until the association of allottees is formed and the maintenance of the said structure of the Villa/s 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 upfront, in advance, a lump-sum amount 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.

13. It is hereby mutually agreed between the parties that on completion of the Villa and handing over the possession of the same to the Alottee, all the house tax, electricity bills or any other outgoings pertaining to the Villa shall be paid by the Alottee.
14. It is hereby mutually agreed between the parties that the Promoters shall obtain the electricity connection to the said Villa and the cost for the installation of the Transformer and all other Government charges, meter charges and electricity deposit charges incurred shall be computed and shall be

divided proportionately among all the Villas, corresponding to their respective areas, shall be paid by the Alottee to the Promoters, who in turn shall facilitate with the respective Government Department. However the Promoters shall not be responsible or will not be liable if the Electricity department delays in the Erection of transformer/releasing of electricity connections. The Promoters shall obtain water connection for the project which shall be connected to the main sump of the Villa, however any charges incurred for the water connection shall be done in the similar manner as mentioned above.

15. It is hereby mutually agreed between the parties that the Alottee shall, subject to the other terms and conditions herein, have the right to let, sublet, sell, gift, assign, convey, transfer, mortgage the said Villa to any person/s of his/ her/ their choice or deal with or dispose of or part with in any manner whatsoever, or assign, underlet or part with as aforesaid his/ her/ their interest under the benefit of this Agreement but only if and only after all the dues payable to the Promoters under this Agreement, are fully paid up, and only if and only after the Alottee has rectified any default/s or breach/es of any of the terms, conditions and covenants of this Agreement.
16. It is hereby mutually agreed between the parties that the Alottee of the Villa, after the total payment of consideration to the Promoters shall have the right to lease or gift or convey the said unit to any other third person. However the beneficiary of such conveyance shall be bound by the terms and conditions of the present Agreement.
17. It is hereby mutually agreed between the parties that In the interest of all the Alottees of units in **“B&F WaterFront”** and to better ensure the harmonious and co-operative enjoyment of the said development by all the residents therein, the Alottees agrees to make all the terms, conditions and

covenants of the Terms of the present Agreement and the Sale Deed applicable to and binding on the person/s into whosever's hands the said unit may come. If and when the Alottees intends to transfer the said unit or give it out on rent, lease and license, etc. all the terms, conditions and covenants of the Terms of the present Agreement and Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed/s or instrument/s agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that these covenants, conditions, rules and regulations are made applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the said unit may come. Accordingly the Promoters (represented by the Managing Committee's authorized signatory) shall necessarily and compulsorily be included as a Confirming Party in any such documents, deed/s or instrument/s.

18. It is hereby mutually agreed between the parties that the Central Board of Direct Taxes have notified the new provision of Tax Deducted at Source ("TDS") on immovable property. The amendment is effective from June 1, 2013. Under the Finance Act 2013, the Alottee of an immovable property (any land or Villa or flat or building other than agricultural land) costing Rs. 50 lakhs or more is required to pay a withholding tax. The rate at which the tax is to be deducted is 1% of the amount paid. The new provision has been introduced by adding Section 1941A. As the responsibility of deducting TDS on immovable property lies with the Alottee, wherein the Alottee will have to deposit the payment by filling up Form 26QB or "TDS on sale of property" from available at NSDL-TIN website.
19. The Allottee shall on or before delivery of possession of the said Villa, shall make to the Promoter, the following amounts:—

(i) Rs. .... for share money, application entrance fee of the Society or Limited Company//Federation/Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/Apex body.

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

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. .... for deposits of electrical receiving, transformer and Sub-Station provided in Layout. (vi) Rs. .... as legal charges.

(vii) Rs. .... as infrastructure Tax.

(viii) Rs. .... as Corpus/Sinking Fund(Rs \_\_\_\_\_ x by the super built-up area of the Villa) in respect of the Society or Limited Company/Federation/Apex Body. The sinking fund will take care of all future major maintenance and renovation works of the project.

(ix) Rs. .... as Stamp Duty and Registration Charges.

20. (a)The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with



formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws. The Sale Deed draft, Agreement of Sale and other documents shall be prepared and drafted by the Promoters solicitors. The Allottee alone shall bear all costs, charges, expenses including stamp duty, registration fees, Service Tax, VAT, TDS if any, legal charges and all other expenses, etc. in connection with or necessary for the execution and registration of the Sale Deed and all other documents executed or required to be executed in respect of the said Villa and Plot.

(b) It is hereby mutually agreed between the parties that the Allottee affirms that he/she/they have no objection whatsoever to the Promoters constructing the other Villas depicted on the plan annexed hereto and completing the construction and sale/lease/rent of units therein, at the Promoters convenience and without any reference or recourse to the Allottee and without having to obtain from the Allottee or his future transferees, any concurrence, consent, permission, authorization or 'no-objection' certificate. The Promoters shall have the right to commence/re-commence/proceed with/ undertake the construction of the other Villas at their convenience and in a sequence and time-frame of its own choosing. The Allottee shall not raise any objection to the development, construction, sale/lease/rent and management of the other Villas in the said development by the Promoters or their nominees and/or their successors-in-interest. Prior to the execution of the sale deed the Allottee, if called upon to do so, shall furnish to the Promoters a notarized Declaration-cum-Letter of Authority reaffirming what is stated hereinabove.

21. At the time of registration of conveyance or Lease of the structure of the Villa or Villas, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on

such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Villa/ Villas. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**22. 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 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 Villas 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 Villas 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, Villa/s 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 [Villa and Plot] 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 [Villa and Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

23. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Promoter as follows:—

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

(ii) Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or plot in which the 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 common passages or any other structure within the project and to the plot within which the Villa is situated, including entrances of the project in which the Villa is situated and in case any damage is caused to the plot in which the Villa is situated or to the 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 his own cost all internal repairs to the said Villa and maintain the Villa in the same condition, state and

order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the project in which the Villa is situated or the Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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. In respect of any violation or breach of the aforesaid provisions, the Alottee agrees to allow the Promoters or its nominees/agents access, if required, to the said unit at a pre-appointed time for the purpose of inspection or such other purposes.

(iv) Not to demolish or cause to be demolished the Villa or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Villa or any part thereof, nor any alteration in the elevation, change in the outside colour scheme of the project, grill work of external doors, windows, French doors in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the 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 project in which the Villa is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis, construct or install additional walls, windows, doors, grills, entrances, exits, etc. or excavate the flooring or otherwise alter the internal lay-out of the said unit or the external faces or roof of the said Villa in any manner whatsoever or other structural members in the Villa without the prior written permission of the Promoter and/or the Society or the Limited Company. The Alottee shall not construct lofts or mezzanine floors or otherwise increase the area of the said villa, nor enclose Verandah, front porch or

open terrace by glazing, shuttering, walling or grillwork of whatsoever nature.

(v) The Alottee shall not construct, erect or place any hedge, grill, barricade, fencing or wall or any structure, enclosure, lean-to, awning, roofing, canopy or signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the said unit or above/over/around any part or portion of the sundeck, garden area and common areas of “**B&F WaterFront**”. The Alottee shall not construct any structure shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/ cement/wood/ metal, other than that provided/ approved by the Owners/ vendors/ Developers.

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

(vii) 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 project land in which the Villa 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 project in which the Villa 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

Villa 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 Villa until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(xi) 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 project and the Villas 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 Villa within the project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

24. The Allottee shall bear in proportion to the area of the said unit, all expenses of periodic maintenance of the common areas and exterior painting, white washing, retiling, waterproofing, cleaning, etc., and expenses on any common equipment/ infrastructure/ services such as maintenance and replacement of pumps, and other equipments, common electrical lines and fittings in corridors, passages and other common areas, maintenance of lawns, plants, gardens, water supply by tankers, etc., expenses on security guards, manager and other estate staff/ personnel. The Allottee shall proportionately bear and pay periodic increases if any, in the

local taxes, water charges, insurance and such other levies imposed by the concerned local authority and/or government and/or other public authority. The Alottee shall not claim exemption/ rebate/ reduction of any expenses on the grounds of non-use by the Alottee of these common facilities, amenities, utilities, etc. or on the grounds of non-occupancy of the unit by the Alottee for any length of time.

(i) The Alottee shall observe and perform all the Rules and Regulations of the Promoter and all additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said development and for the observance and performance of the rules, regulations and bye-laws of the local authority/ Government and other public bodies. The Alottee shall also observe and perform all the covenants and conditions laid down by the Promoters regarding the occupation and use and transfer of the said unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this present Agreement.

(ii) The Alottee shall permit the Promoters or their workmen/agents access at any reasonable time to the said unit if required for the purpose of repairing any part of the said Villa/plot housing the said Villa and/or for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in good order and condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences belonging to or serving or served or used for the said unit/ building/s and the said development and also for the purpose of laying, maintaining repairing and testing drainage, water and other pipes, wires, cables or for similar other purposes.

(iii) The said Villa shall be utilized purely for residential purposes. The common, open parking spaces if any, for cars and two-wheelers are not intended to be physically allocated or specified to individual Villa and shall be used only for parking of vehicles. Any pets that are likely to cause noise,



nuisance or danger to the other residents in the said development shall not be kept in or brought into the said unit or development. No unit owner/ lessee shall cause any nuisance, noise and annoyance or disturb the peace, quiet and enjoyment of the said development by the owners/ lessees/ occupiers of the other units.

(iv) The Alottee shall co-operate with the other owners/ lessees and with the Promoters to ensure that any renting/ letting of units in “**B&F WaterFront**” is properly regulated so that guests, visitors and other outsiders do not cause any nuisance, noise and annoyance or disturb the peace and quiet and the peaceful enjoyment of the “**B&F WaterFront**” by the owners/ lessees/ occupiers. The Alottee shall comply with all the regulations of the concerned authorities in respect of any renting/letting of the said unit including compliance with Registration of Foreigners Rules and other applicable laws and in each case the Alottee shall lodge a copy of the Form ‘C’ with the Promoters. The Alottee agrees that the Promoters shall frame appropriate rules in order to control and regulate access to “**B&F WaterFront**” by tenants, guests, visitors and outsiders in order to maintain the security and sub serve the other purposes as aforesaid.

(v) The Alottee shall not construct, erect or place any hedge, grill, barricade, fencing, wall, structure, obstacle, enclosure, lean-to awning, roofing, canopy, advertisement or other signage, etc./at/over/around/in front of any doorways, entrances and windows of the said unit or in/above/over/around the sundeck, (if any), open terraces, porches, driveways, pathways, parking spaces or gardens.

(vi) The Alottee indemnifies and keeps the Promoters forever indemnified at all times against all actions, proceedings, claims, loss, damage, cost and expenses which may be brought on account of and occasioned by any

accident or injury to the Alottee or his/ her/ their representative/s or any person/s visiting the construction site on behalf of the Alottee or during any visit/s to the said property during the period when the development is still under construction as the Alottee and the aforementioned persons shall be entering the construction site at their own risk. The Alottee indemnifies and keeps the Promoters forever indemnified against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Alottee or his/her/their representative/s or any person/s visiting the Alottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Alottee, before or after taking possession of the said unit and during the occupation, use and enjoyment of the estate, the common areas, gardens, and other amenities. The swimming pools if built, are not intended to be provided nor shall be provided with lifeguard services.

(vii) The Alottee shall not be entitled to claim or apply in the revenue/ Civil Court for partition or sub-division of his/ her/ their undivided rights in the said property, it being agreed and declared by the Alottee that his/her/their interest and share in the said property is and shall always remain joint, undivided, impartitionable and indivisible.

(viii) On completion of the construction, the Promoters shall have the right to install/display a plaque of maximum size of 1 sq. mt. at the entrance of the said development with the following inscription "**B&F WaterFront**". The Promoters shall have the right to display two other signboards of 0.5 sq. mts. on the outside wall/s of the said development publicizing their brand name and contact details. The Promoters or any of its members shall not remove or subscribe to the removal of these signboards even after the handover date.

(ix) Until the Promoters have completed the construction of all the buildings/ units in the said development, no sale Deed

shall be executed and registered in respect of the units therein:

(x) The Alottee and all person/s claiming through or under him/ her/ their, they shall not request, demand, or apply for mutation of land or survey or revenue records of the said property.

25. It is hereby mutually agreed between the parties that if the Alottee intends to sell the Villa before the completion of the project than the Alottee will have to sell it to the Promoters only, after the possession the purchaser is free to sell the Villa to anyone.
26. 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.
27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villas or of the said Plot or any part thereof. The Allottee shall have no claim save and except in respect of the Villa and plot along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or unallotted inventory shall continue to remain the property of the promoter until sold/allotted.
28. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**  
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Villa and plot, 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 and plot].

**29. 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.

**30. 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 plot, as the case may be.

**31. RIGHT TO AMEND**

This Agreement may only be amended through written

consent of both the Parties.

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

**33. SEVERABILITY**

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

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

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

**35. 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.

**36. 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, after the Agreement is duly executed by the Allottee and the Promoter 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.

37. The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

38. 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 Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of Allottee

(Allottee's Address)

Notified Email ID: .....

M/s Promoter name

(Promoter Address)

Notified Email 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.

**39. 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.

40. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

41. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled 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.

**42. GOVERNING LAW**

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

43. It is hereby mutually agreed between the parties that the Alottee shall use the said Villa as a Residential Villa.
44. It is hereby mutually agreed between the parties that the possession of the said Villa has not yet been given.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

Schedule Above Referred to

**SCHEDULE**

Description of the freehold/leasehold land and all other details along with the boundaries in all four directions

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers) (1)  
(2)

At ..... on ..... in the presence of WITNESSES:

1. Name  
Signature .....

2. Name  
Signature .....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:  
(1)

(Authorized Signatory) WITNESSES:

Name

Signature .....

Name

Signature .....

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

ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees .....on execution of this agreement towards Earnest Money Deposit or application fee I say received. The Promoter/s.