

## AGREEMENT OF SALE

This Agreement made at ..... this ..... day of ..... in the year Two Thousand and ..... between M/S COSME COSTA CONSTRUCTION PVT. LTD., (.....), a Company duly registered with the Registrar of Companies at Panaji, under ..... having its registered office at Altinho, Mapusa, Bardez Goa, represented herein by its Director MR.RYAN SAVIO COSME COSTA also known as RYAN COSTA, 43 years of age, married, businessman, son of Carminho Costa, holder of PAN -----, Indian National, resident of Altinho, Mapusa, Bardez, Goa by virtue of a Resolution of its Board of Directors dated ----- hereinafter referred to as **"THE PROMOTER/DEVELOPER/VENDOR"** ( which expression shall unless repugnant to the context or meaning thereof shall be deemed to include its successors, executors, administrators and assigns ) of the one part and

MR./MS. \_\_\_\_\_, \_\_ years of age, \_\_\_\_\_ married/unmarried, (.....occupation.....), son / daughter of \_\_\_\_\_, holder of PAN \_\_\_\_\_, Indian National, resident of \_\_\_\_\_ .....

..hereinafter referred to as **"THE ALLOTTEE / PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof shall be deemed to include her heirs, executors, administrators and assigns) of the other part.

WHEREAS by a Deed of Sale executed on 22/01/2018 and registered with the Civil Registrar cum Sub Registrar and Notary Ex Officio of Bardez at Mapusa under Book-I document, Registration no. BRZ-BK1-00506-2018 CD NO.BRZD793 dated 25/01/2018 executed between MRS.PHILOMENA BRAGANCA D'SOUZA, wife of late Januario Braganza de Souza, holder of PAN [REDACTED], Indian National, resident of House No.25A, Usha Sadan, Colaba, Mumbai 400 005, of the ONE PART (hereinafter referred to as "THE ERSTWHILE OWNER") and the Vendor/ Vendor/ Promoter of the OTHER PART, the Erstwhile Owner conveyed and sold absolutely to the Vendor/ Promoter an immovable property known as VADDI or VADDY or VADDIM or VANGOR BATA, situated in Cunchelim of Mapusa, within the limits of Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No.24761 at page 11 V of Book B 64 (new), enrolled in the Taluka Revenue Office under No.3 of the third circumscription, surveyed in the Old Cadastral survey under no.494 corresponding to survey No.73 sub division no.12 of P.T.Sheet no.9 admeasuring 10675 square metres which property is more particularly described in the Schedule I hereinunder written and hereinafter referred to as THE SAID PROPERTY / PROJECT LAND.

AND WHEREAS, the said property originally belonged to Meclino Domingos Xavier de Braganca also known as George Domingos Meclino and is found so recorded in the Registo de Agremensor as well as under Inscription No.18020 at pages 124V of Book No.G24 in the Land Registration Records.

AND WHEREAS subsequently the said property is found recorded in favour of Liliana Estela Alice de Braganca alias Liliana Estele Rodrigues and her husband Filipe Rodrigues by Inscription No.35287 at page 62V of Book G 39 having been allotted to her consequent to a Deed of Succession executed

on 28.4.1947 on the death of the said Meclino Domingos Xavier de Braganca and his wife Ana Leopoldina de Souza.

AND WHEREAS the said property is found inscribed in favour of Caridade de Souza and his wife Maria Rosaria Fernandes having purchased it from Liliana Estela Alice de Braganca and her husband Filipe Rodrigues by a Deed of Sale which is found recorded under inscription no.35310 at page 65V of Book G 39.

AND WHEREAS consequent to the death of said Caridade de Souza the said property was subject matter of inventory proceedings in the second office of the Civil Courts of Bardez and was described at Item No.18.

AND WHEREAS the said property was allotted to the said Maria Rosaria Fernandes alias Maria Rosaria Fernandes e de Souza by a chart of allotment decreed by orders dated 10.11.1952 and has become final for want of contest.

AND WHEREAS the said property is then found inscribed in favour of Maria Rosaria Fernandes widow of Caridade de Souza by inscription No.37691 at page 77 V of Book G 41.

AND WHEREAS the survey records show Smt. Maria R.de Souza wife of late C.de Souza as the original title holder.

AND WHEREAS the said Maria Rosaria Fernandes alias Maria Rosaria Fernandes e de Souza alias Maria Rozai D'Souza alias Maria Rusai Fernandes died in Mumbai on 10.8.1989 leaving behind a Will executed on 1.2.1985 bequeathing her entire estate to Mrs. Philomena Braganca D'Souza, the erstwhile owner.

AND WHEREAS the Honourable High Court of Judicature of Bombay in Petition No.328/94 granted the letters of Administration by virtue of the said Will to the said erstwhile owner.

AND WHEREAS the erstwhile owner was a widow at the time of the death of the estate leaver Maria Rosaria Fernandes.

AND WHEREAS necessary mutation has been carried out in the survey records and the name of the erstwhile owner is found recorded in property card of the said property vide mutation No.442/91.

AND WHEREAS the estate of the said Maria Rosaria Fernandes, was subject matter to the Inventory Proceedings no.142/17/A before the Civil Judge Senior Division "A" Court at Mapusa and the said property was allotted to the erstwhile owner by Chart of Allotment confirmed by the Orders of the Honourable Court dated 10.11.1952.

AND WHEREAS the erstwhile owner herein was therefore the owner in possession of the said property and sold the same to the Promoter / Vendor/ Developer abovenamed.

AND WHEREAS the said property has been converted for non agricultural use in its entirety as certified by Sanad dated 01/02/2018 bearing no: 4/105/CNV/AC-III/2017/98.

AND WHEREAS the Senior Town Planner of the Town Planning Department North Goa District, Mapusa has granted technical clearance for carrying out construction of two residential buildings, Gym and compound wall vide its Clearance no.NGPDA/M/1687/243/18 dated 11/05/2018 based on which the Mapusa Municipal Council has granted the construction license bearing no.19 dated 08-02-2021.

AND WHEREAS the Vendor abovenamed is therefore the absolute owner in possession of the said property entitled to develop the same in terms of the above mentioned licenses and clearances.

AND WHEREAS the said vendor has evolved a scheme to develop the said property more particularly described in Schedule I hereunder written by constructing there upon two residential buildings, pump room, well, swimming pool with a compound wall which development shall be known as **"COSTA'S CENTRAL PARK"**.

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

AND WHEREAS the PURCHASERS have approached the Vendor / Developer expressing their willingness to purchase an Apartment / ----- /----- complete in all respect which apartment / ----- / ----- is more particularly identified in Schedule II hereunder written and hereinafter referred to as the SAID PREMISES to be constructed in the said property more particularly described in schedule I hereinunder written.

AND WHEREAS the purchasers have agreed to pay the vendor / promoter for the said premises more particularly described in schedule II hereunder written as well as towards the value/cost of the undivided proportionate right in the said property described in schedule I hereinunder written and accruing to the said premises and all the taxes including Goods and Service Tax, Vat and other local and central taxes as may be applicable and payable by the

purchaser from time to time until the delivery of possession of the said premises and / or execution of the Deed of Sale in favour of the purchaser.

AND WHEREAS the Purchasers have agreed to pay the vendor / promoter the said consideration as detailed in Schedule III hereunder written.

AND WHEREAS the specifications for the construction of the said premises are shown in Schedule V hereunder written, and the other details of the transaction are shown in Schedule IV hereunder.

AND WHEREAS the parties have agreed to enter into an agreement for sale of the said premises more particularly described in Schedule II hereunder written and proportionate undivided right to the said property described in Schedule I hereunder written wherein it is constructed which shall be a part of the complex known under the name and style of "COSTA'S CENTRAL PARK"

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

AND WHEREAS the Vendor/ Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor/ Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Vendor/ 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 Vendor/ Promoter's Architects Messrs VIRAJ PARAZ 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 hereby acknowledges the receipt of the same;

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

AND WHEREAS inspection of all the relevant documents including the title documents and the construction approval and / or licences has been given to the allottee / purchaser by the vendor / developer and the allottee / purchaser has satisfied himself / herself of the same.

AND WHEREAS the Vendor/ Promoter has agreed to sell to the Allottee the said Apartment /-----/----- more particularly described in Schedule II hereinunder written and also specifying the carpet area thereof as defined in clause (k) of section 2 of the said Act;

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, under section 13 of the said Act, the Vendor/ 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 Vendor/ Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking.

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

1. That in consideration of payment of the total sum / amount detailed in Schedule III hereunder written, payable by the **PURCHASER / ALLOTTEE** to the **VENDOR/ PROMOTER** for the sale of the said apartment / premises and undivided proportionate right to the land, the **VENDOR/ PROMOTER** does hereby agree to transfer, convey and hand over the possession of the said premises in favour of the said **PURCHASER / ALLOTTEE/S**, which premises are more particularly described in Schedule II hereunder written and proposed to be constructed in the said property described in the Schedule I hereunder written, specified / detailed / identified in the plan annexed hereto and shall have the specifications contained in Schedule V hereunder written.

2. It is clearly specified that the undivided proportionate right agreed to be sold to the **PURCHASER / ALLOTTEE** shall be in the said property more particularly described in Schedule I hereunder written.

3. That the **PURCHASER / ALLOTTEE** shall be liable to pay all the taxes due and payable under the law, current or future as may be applicable and payable, for this transaction including GST, Vat and / or other taxes, fees, cesses or revenue payments payable to the Central or the State Government including local taxes payable to the local body towards the sale of the said premises and undivided right to the land and a maintenance deposit as applicable and payable by the Purchaser / Allottee.



4. That the consideration payable under this Agreement shall be paid in the manner indicated in the Schedule of payments contained in Schedule III hereunder written. The Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (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 as provided in Schedule III herein. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 read with Schedule III of this Agreement.

5. The **PURCHASER / ALLOTTEE** shall maintain the front, the side and rear elevation of the said premises in the same form as the **VENDOR/ PROMOTER** has constructed it and shall not at any time alter the said elevations/ façade/design in any manner whatsoever without the prior consent in writing from the **VENDOR/ PROMOTER**.

6. The **VENDOR/ PROMOTER** shall deliver the possession of the said premises within the period indicated in schedule IV hereunder written, and on payment of full consideration payable under this Agreement in terms of the Schedule of

payments provided in the said Schedule III hereunder written. The additional details of the transaction are shown in the schedule IV hereunder written.

7. Failure on the part of the **PURCHASER / ALLOTTEE** to pay the balance consideration in terms of Schedule III hereinunder written, will entitle the **VENDOR/ PROMOTER** to terminate this Agreement with one month's written notice, as time is the essence of this Agreement or as permissible by law then prevailing.

8. The notices provided under this agreement shall be sent under certificate of posting or email to the address of the **PURCHASER / ALLOTTEE** as shown/indicated in the Schedule IV hereunder written. A notice shall be deemed to have been served on the **PURCHASER / ALLOTTEE** once it is posted under certificate of posting or email to the address of the **PURCHASER / ALLOTTEE** as given in Schedule IV hereinunder written.

9. That in the event of such termination, an amount of Rs.50,000/- (Rupees Fifty thousand only), paid by the **PURCHASER / ALLOTTEE** shall be forfeited, but the other amounts with the exception of stamp duty and registration fees paid by the **PURCHASER / ALLOTTEE** shall be refunded in terms of Clause 32 herein.

10. The **VENDOR/ PROMOTER** shall not incur any liability if they are unable to deliver the said premises within the period specified in Schedule IV due to:

(a) War epidemic, civil commotion or an act of God.

(b) Any notice order, Decree, Judgment, rule, notification of the Government or Court or any other Competent authorities including the Collector, Mamlatdar, Administrative Tribunal, Village Panchayat/Municipality and the Planning authorities.

(c) Any other reason or reasons beyond the control of the **VENDOR/ PROMOTER.**

(d) Any notice, order, rule, regulation, notification or Directive of the Government and / or other local or public or Private Body or Competent authority / Court / Tribunal / Quasi Judicial Body or Authority.

(e) Any prohibitory order of any court against the development of the building / land;

(f) Flood, drought, cyclone, fire, earthquake, pandemic/epidemic or any other calamity caused by nature affecting the regular development of the Real Estate Project.

(g) Non- availability of cement, steel or other building material, water or electric supply / connection or drainage / sewerage connection or labourers etc; or

(h) delay on account of the following:

i) Minor or major fire or explosion or accident at the site not caused due to any negligence of the Vendor/ Promoters or

ii) Strikes or agitation by the workers, employees or labourers of the Vendor/ Promoters or the contractors or suppliers; or

iii) Government seizures of the equipment and / or plant of the building

iv) Any judgment of a competent court Civil or Revenue or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

v) Delay in issue of the occupation certificate and / or grant of any no objection certificate, permission, approval, sanction, license and / or order as may be required in

respect of the said apartment or sale thereof for reasons not attributable to the Vendor/ Promoter.

vi) Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents of foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise or military or usurped power.

(i) The Vendor/ Promoter shall wherever it is necessary, intimate the Purchaser / Allottee in this regard.

(j) The Vendor/ Promoters shall not be liable to pay any compensation to the Purchaser / Allottees for the delay on any account of the above mentioned reasons and / or situations or conditions.

And in case of any of the aforesaid events taking place the **VENDOR/ PROMOTER** shall be entitled to reasonable extension of time for the delivery of the possession of the said premises for the use and occupation of the **PURCHASER / ALLOTTEE**.

11. If for any other reason than those specified in clause 10, the **VENDOR/ PROMOTER** is unable to or fails to deliver possession of the said premises to the **PURCHASER / ALLOTTEE** within the time specified in Schedule IV hereinabove written or within any further date or dates agreed to by the parties hereto, and further extension of 1 month, the **PURCHASER / ALLOTTEE** shall be entitled to give notice in writing to the **VENDOR/ PROMOTER** terminating the agreement, in which event the Vendor/ Promoter shall within sixty days from the date of receipt of such notice refund to the **PURCHASER / ALLOTTEE** all the amounts that have been received by the **VENDOR/ PROMOTER** from the **PURCHASER / ALLOTTEE** in respect of the said premises together with simple interest on such amounts as prescribed under the provisions of the Goa Real Estate Rules, 2017, from the date of receipt till repayment and the **PURCHASER / ALLOTTEE** there after shall not have any further

claim against the **VENDOR/ PROMOTER** and the **VENDOR/ PROMOTER** shall be at liberty to allot and dispose off the said premises to any other persons for such consideration as the Vendor/ Promoter may deem fit.

12. The **PURCHASER / ALLOTTEE** shall have no right to transfer, assign or sell their right and interest in the said premises till they have discharged and paid to the **VENDOR/ PROMOTER** all amounts and dues in respect of the said premises and undivided right to the land and taken possession of the same as per the terms and conditions of this Agreement.

13. The **VENDOR/ PROMOTER** shall have the first lien and charge on the interest and right of the **PURCHASER / ALLOTTEE** in the said premises agreed to be purchased by the **PURCHASER / ALLOTTEE** for all the monies that the **PURCHASER / ALLOTTEE** is liable to pay in terms of these presents.

14. That the **PURCHASER / ALLOTTEE** shall at no time demand the partition of his undivided interest in the said property, it being agreed and declared by the **PURCHASER / ALLOTTEE** that their interest in the said plot is impartible and shall be held in common with other holders of premises in the said property and the **PURCHASER / ALLOTTEE** shall have no claims for exclusive possession of any part of the said property.

15. The **PURCHASER / ALLOTTEE** shall from the date of handing over the possession maintain the said premises at their cost in a good tenable repair and condition and shall not do anything in or to the said premises which may be against rules or bye laws of the Panchayat or any other authority nor shall the **PURCHASER / ALLOTTEE** change, alter or make additions in or to the said premises and / or to the buildings in which the said premises are situated or any part thereof. The **PURCHASER / ALLOTTEE** shall be responsible for any breach of these conditions and the Vendor/ Promoter or any other association or entity is entitled to prevent

and restrain the **PURCHASER / ALLOTTEE** from carrying out any such changes, alterations or additions to the said premises and/or to the common property on which the said premises are situated. Besides the Purchaser / Allottee on breach of this condition shall be liable to bear the cost of restoring the said premises or the land/property to its original conditions which sum shall be included in the maintenance fund of the said complex.

16. That it is hereby clarified that this agreement is for the sale of the said premises with proportionate share and the **PURCHASER / ALLOTTEE** will not have any other rights to the said property which shall on completion belong to all the unit holders or owners of the unsold flats/premises.

17. The **PURCHASER / ALLOTTEE** shall also, in addition to the consideration of sale, shall contribute for the corpus in respect of the society for the management and maintenance of the project, as mentioned in Schedule IV hereinunder written. The contribution for the corpus shall belong to the **PURCHASER / ALLOTTEE** and shall be utilized for the outgoings incurred in respect of the common facilities, repairs, touch-ups, paintings of outer walls, common lights, sanitations, chowkidars and sweepers remuneration, driveway and garden lights, maintenance of swimming pools and gardens and all other common expenses in the said complex incidental to the said premises in the manner decided by the **VENDOR/ PROMOTER**. This amount shall be handed over to the society or association or any other entity constituted/formed by all the owners. Till such time the amount is handed over to the entity, the **VENDOR/ PROMOTER** shall be entitled to recover from the purchaser / allottee, sums spent towards the maintenance of the building or the common facilities or may be recovered as provided under the law for the time being in force. The contribution towards the corpus shall be transferable to the transferee in case of Assignment of the said premises by the Purchaser / Allottee to any Third Party.

18. The **PURCHASER / ALLOTTEE** shall be entitled to use common facilities and amenities subject to contribution to the corpus for management and maintenance and the payments herein mentioned. The **PURCHASER / ALLOTTEE** shall contribute such further sums that may become necessary for the maintenance of all the common areas. The decision of the **VENDOR/ PROMOTER** in this regard, in the intervening period, shall bind the **PURCHASER / ALLOTTEE**.

19. The **PURCHASER / ALLOTTEE** does hereby agree to observe and perform all rules and regulations, which the **VENDOR/ PROMOTER or such entity or Association** may frame from time to time for the upkeep and maintenance of the aforesaid premises and in respect of the use and occupation of the said premises and for the upkeep and maintenance of the entire complex externally.

20. The **PURCHASER / ALLOTTEE** agrees and binds themselves to pay punctually and regularly on taking over the possession of the said premises, his share in all rates, taxes, dues, impositions, outgoings, expenses and burdens imposed upon the said premises by the Municipality, the Government, Revenue Authorities, the **VENDOR/ PROMOTER, entity or association** or any other Authorities as well as Electricity and Water charges as and when the same become due and payable.

21. The **VENDOR/ PROMOTER** undertakes that on receipt of full amounts and all the dues and charges due from and payable by the **PURCHASER / ALLOTTEE** for the said premises and the proportionate right to the land described in Schedule I, it shall execute necessary deed/s and documents conveying the said premises and undivided share / right to the land described in Schedule I corresponding to the built up area of the said premises and conferring title of the said premises unto the **PURCHASER / ALLOTTEE** herein.

22. That the Deed of Conveyance and / or Assignment or such other deed concerning the said premises complete in all

respects and the undivided rights to the land in the said property corresponding to the said premises in this Phase shall be prepared by the advocate of the **VENDOR/ PROMOTER** at the expense of the **PURCHASER / ALLOTTEE** and executed by the **VENDOR/ PROMOTER** as absolute owner of the said property described in Schedule I in favour of the **PURCHASER / ALLOTTEE** Subject to the provisions of the Real Estate (Regulation and Development) Act 2016. That the **VENDOR/ PROMOTER** does hereby agree to sign and execute the deed of conveyance in respect of the undivided share/right and common areas corresponding to the built up area of the common areas and the facilities in the land described in schedule I in favour of the **ENTITY** on payment of the entire consideration in respect of the said apartment and the value of the undivided right to the land. The **PURCHASER / ALLOTTEE AND OR THE ENTITY** shall pay the stamp duty and registration charges, in addition to legal fees of Rs.20,000/- (Rupees Twenty Thousand only).

23. The **PURCHASER / ALLOTTEE** does hereby agree to observe and perform all rules and regulations which the premises owners may jointly adopt from time to time and at all times for the protection and maintenance, of the entire complex, for conforming to the building rules and Municipal bye laws and regulations in force and for fully vesting the said property and building in the said owners and for strict observance of various stipulations and conditions jointly laid down by premises owner's in respect of the use and occupation of the said premises.

24. The **VENDOR/ PROMOTER** shall assist all the Purchasers / Allottees of premises at "**CENTRAL PARK**" Complex in forming an Association of persons / society or such other entity for maintaining the said complex (hereinafter called **THE ENTITY**) in case the **VENDOR/ PROMOTER** so decides or desires and or the law so prescribes. The **PURCHASER / ALLOTTEE** hereby agrees to sign all forms, applications, deeds and other



documents as may be required for the formation of the entity.

25. The deposit/additional payments that may be demanded by or paid to the Electricity Department and Water Works Department for the purpose of giving water and electrical connection to the said building and electrical/ water meter deposit shall be payable by all Purchaser / Allottee in respect of the apartment agreed to be purchased by the **PURCHASER / ALLOTTEE**.

26. That the conveyance of proportionate right to the said property in favour of the Purchaser / Allottee shall be subject to the safeguards of the interest in the part of the property more particularly described in Schedule I hereinunder written and allotted as hereinabove mentioned.

27. That possession of the said premises is not handed over by this agreement and shall be handed over at the time of execution of the final sale deed.

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

29. Time is essence for the Vendor/ Promoter as well as the Allottee. The Vendor/ Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the Vendor/ Promoters as per the agreement. Similarly, the Allottee

shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor/ Promoter, as provided in Schedule III hereinunder written.

30. The Vendor/ Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is 10675 square meters only and Vendor/ Promoter has planned to utilize Floor area ratio of NIL 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 Vendor/ Promoter has disclosed the Floor Space Index of 1 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/ Promoter only.

31. That if the Vendor/ Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Vendor/ Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, 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 Vendor/ Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Vendor/ Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/ Promoter.

32. Without prejudice to the right of Vendor/ Promoter to charge interest in terms of sub clause 31 above, on the

Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendor/ 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 installments, the Vendor/ Promoter shall at his own option, may terminate this Agreement: Provided that, Vendor/ 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 Vendor/ Promoter within the period of notice then at the end of such notice period, Vendor/ Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor/ 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 Vendor/ Promoter) within a period of sixty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Vendor/ Promoter and the Vendor/ Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

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

34. The Allottee shall take Possession of the Apartment upon receiving a written intimation from the Vendor/ Promoter as per clause 33, from the Vendor/ Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in

this Agreement, and the Vendor/ Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 33 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.

35. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Vendor/ Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/ 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 Vendor/ Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Vendor/ Promoter shall not be liable to rectify or pay compensation. But the Vendor/ 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.

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

37. At the time of registration of conveyance of the structure of the building or wing of the building, the

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

### 38. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ PROMOTER

The Vendor/ Promoter hereby represents and warrants to the Allottee as follows:-

- i. The Vendor/ Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and

have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Vendor/ 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 Vendor/ Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Vendor/ Promoter confirms that the Vendor/ Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

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

x. The Vendor/ 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 Vendor/ Promoter in respect of the project land and/or the Project except those disclosed in the title report.

39. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/ Promoter as follows:-

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

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

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/ Promoter to the Allottee and shall not do or suffer

to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/ Promoter and/or the Society or the Limited Company.

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

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Vendor/ Promoter within fifteen days of demand by the Vendor/ Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing



infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

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

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

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

40. The Vendor/ Promoter shall maintain a separate account in respect of sums received by the Vendor/ 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.

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

42. PROMOTER / VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

43. BINDING EFFECT

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

#### 44. ENTIRE AGREEMENT

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

#### 45. RIGHT TO AMEND

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

#### 46. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

#### 47. 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.

#### 48. 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 said Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

#### 49. 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.

#### 50. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/ Promoter through its authorized signatory at the Vendor/ Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/ Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Vendor/ 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.

51. The Allottee and/or Vendor/ Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/ Promoter will attend such office and admit execution thereof.

52. That all notices to be served on the Allottee and the Vendor/ Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Vendor/ Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified in Schedule IV hereinunder written or of the Vendor/ Promoter hereinabove mentioned. It shall be the duty of the Allottee and the Vendor/ 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 Vendor/ Promoter or the Allottee, as the case may be.

#### 53. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Vendor/ 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.

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

#### 55. 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.

56. 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.

57. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

SCHEDULE I

(DESCRIPTION OF PROPERTY)

ALL THAT property known as VADDI or VADDY or VADDIM or VANGOR BATA, situated in Cunchelim of Mapusa, within the limits of Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No.24761 at page 11 V of Book B 64 (new), enrolled in the Taluka Revenue Office under No.3 of the third circumscription, surveyed in the Old Cadastral survey under no.494 corresponding to survey No.73 sub division no.12 of P.T.Sheet no.9 admeasuring 10675 square metres and is bounded as under:

EAST: By road.

WEST: By property bearing survey no.1/12 of P.T.Sheet no.9 of Cunchelim Village, Bardez.

NORTH: By road.

SOUTH: By the boundary of the Mapusa City Survey area.

SCHEDULE II

All that ----- bearing No.----in"-----" COMPLEX,  
constructed in the property more particularly described in  
Schedule I hereinabove, having a carpet area of ---- square  
metres corresponding to built up area of ---sq.mts + ----  
sq.mts open to sky terrace.

The said---- bearing ----is shown in the plan annexed  
hereto.

SCHEDULE III

(SCHEDULE OF PAYMENT)

Total price of ---- bearing No: -----is Rs.--

A)	Initial payment / advance / application fee in terms of section 13 of the Act received	-
B)	Balance Payment in Installments:-	
i)	On or before	-
ii)	On or before	
iii)	On or before	
iv)	On or before	
v)	On or before	
vi)	Simultaneously with the handing over of possession on or before	
	TOTAL	

**Note:** 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 [Apartment/Plot] and shall be proportionately reimbursed by the allottee alongwith each instalment paid by him.

#### **SCHEDULE IV**

##### **DETAILS OF TRANSACTION**

i) Total price/consideration Rs.

ii Corpus in respect of the society

/ entity for Management and Maintenance

of the project

Rs. -----

iii) Towards fees and shares of the

society / entity.

Rs.-----

iv) Cost towards conveyance of the

common areas to the Association/Entity/Society

as provided under RERA ACT 2016.

v) Towards expenses for formation

and registration of the society / entity... Rs.-----

vi) Towards proportionate share in taxes

and other charges / levies as applicable... Rs.---

vii) As deposit towards provisional monthly

contributions of outgoings for management

and maintenance

... Rs.

viii) Deposit towards water / electric

and other utility and services

.. Rs.----

ix) Deposits towards electrical, transformer



and sub station as provided in the layout Rs.---

x) Contribution to Infrastructure tax

xi) Legal fees --- Rs.

xii) Registration charges and stamp duty

as applicable ---- Rs.

xiii) Address of the Purchaser / Allottee

xiv) Taxes including GST/Vat/Cess/

Sur charges as applicable.

xv) Miscellaneous details:

Email address:

Contact No.:

## **SCHEDULE V**

### **(BUILDING SPECIFICATIONS)**

[a] THE STRUCTURE: It is R.C.C. framed structure of columns, beams and slabs. The internal partitions walls will be of 6" brick / fly ash brick masonry and the external walls will be of 9" brick/laterite/concrete block/Fly ash brick masonry. The terrace slab and roof will have waterproofing treatment or mangalore tiles/galvanume sheets.

[b] PLASTERS: External plaster will be double coat sand faced cement plaster with cement paint. Internal plaster will be single coat plaster with second coat of neeru or gypsum plaster or white cement based ready plaster. Internal walls and ceiling will be painted with oil bound distemper.

[c] FLOORING: The floors will be of Ceramic tiles. Staircase and landing will be of Kota stone. Bathroom floor will have Ceramic tiles and dado for full height will be in coloured glazed tiles/ ceramic tiles. The average landing cost of the flooring and dado tiles will be Rs.400/- per square meter.

[d] DOORS & WINDOWS: Main door will be of teak wood with teak wood frame. The main door will have a night latch. Remaining doors will be of commercial flush door on hard wood frame. Main door will have brass hinges and will be varnished. Internal doors will have M.S or S.S hinges, aluminium fittings and will have a laminate finish. Bathroom door will be of aluminium with internal PVC paneling or of Fibre Reinforced Plastic or Flush doors with laminate. Windows will be of Aluminium or UPVC. Windows will be provided with M.S.Grills having common design for the total building.

[e] KITCHEN: The kitchen will have a cooking platform with granite top, stainless steel sink with single bowl and ceramic tile dado upto 60 cms above work platform.

[f] WATER TANK: A common R.C.C overhead water tank with one common underground sump and a water pump will be provided.

[g] PLUMBING & SANITARY INSTALLATIONS: Soil, waste and water pipes will be partially concealed and of good quality. One white glazed European W.C. Unit with flushing system, one shower and one white wash basin of 22" x 16" will be provided in the toilet. The sanitary installation will be in accordance with the Municipal specifications.

[h] ELECTRICAL INSTALLATIONS: The installation will be in concealed P.V.C. pipes as per the specifications of Mapusa Municipal Council. One bell point will be provided outside the main door. In the living room two light points, one fan point, two plug points and one telephone socket will be provided. Each bedroom will have two light points, one fan point and one plug point. Kitchen will have one light point, one 15 amps point and one 5 amps point. The toilets will have one light point each. Each owner shall be supplied his/her electric connection from the respective government department.

[i] EXTRA WORKS: Extra works will be executed by the Developer/Contractor only after the amount corresponding to the cost of the extra work is paid to by the respective members. The modifications and beautification work as required by respected members will be done by the Developer/Contractor, only internally.

The Developer reserves the right to effect changes in the specifications whenever it may be required in order to upgrade the quality standards.

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