

## Agreement for Sale

This Agreement FOR SALE made at Margao Goa  
on this \_\_\_\_\_ Day of the Month of  
\_\_\_\_\_ in the Year Two Thousand Twenty ( i.e  
\_\_\_\_\_/\_\_\_\_\_/2020).

### BETWEEN

1.(a).Mrs. \_\_\_\_\_  
\_\_\_\_\_ daughter \_\_\_\_\_ of  
\_\_\_\_\_ and \_\_\_\_\_ wife \_\_\_\_\_ of  
\_\_\_\_\_, aged about  
\_\_\_\_\_ years, housewife, Owner of the land, Indian  
National, \_\_\_\_\_ holding \_\_\_\_\_ Income tax \_\_\_\_\_ Pan  
card \_\_\_\_\_ and \_\_\_\_\_ Aadhaar \_\_\_\_\_ Card  
No. \_\_\_\_\_, residing \_\_\_\_\_ at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Goa.

1.(b).Mr. \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ son \_\_\_\_\_ of  
\_\_\_\_\_  
\_\_\_\_\_ aged about \_\_\_\_\_ years, Agriculturist, Owner of  
the land, Indian National, holding Income tax Pan Card  
\_\_\_\_\_ and \_\_\_\_\_ Aadhaar \_\_\_\_\_ Card  
No. \_\_\_\_\_, residing \_\_\_\_\_ at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Goa.

\_\_\_\_\_ Goa.hereinafter referred to as the VENDORS  
(which expression shall unless contrary or repugnant  
to the context or meaning thereof shall include their  
heirs, executors, administrators and assigns) of the  
FIRST PART.

### AND

2.M/s \_\_\_\_\_ par  
tnership firm duly constituted under the Indian  
Partnership Act 1932 and registered with the Registrar of  
Firms of Salcete at Margao Goa under  
No. \_\_\_\_\_ having \_\_\_\_\_ its

Registered

office

\_\_\_\_\_, having \_\_\_\_\_ Income tax \_\_\_\_\_ Pan \_\_\_\_\_ Card  
 No. \_\_\_\_\_ duly  
 represented by its Partners (1)  
 Shri. \_\_\_\_\_ i \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (2) Shri \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Margao  
 Goa hereinafter referred to as the PROMOTERS (which  
 expression shall unless contrary or repugnant to the  
 context or meaning thereof shall include its heirs,  
 executors, administrators and assigns ) of the SECOND  
 PART.

AND

3. Mr

/Mrs. \_\_\_\_\_  
 \_\_\_\_\_, son \_\_\_\_\_ /daughter \_\_\_\_\_ of  
 \_\_\_\_\_ .a  
 ged about \_\_\_\_\_ years, married / bachelor/  
 spinster /single ,service/business ,Indian National  
 ,holding Income Tax Pan Card  
 No. \_\_\_\_\_

\_\_\_\_\_, residing at  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Goa  
 hereinafter referred to as the ALLOTTEE (which  
 expression shall unless contrary or repugnant to the  
 context or meaning thereof shall include his /her heirs,  
 executors, administrators and assigns ) of the THIRD  
 PART.

WHEREAS the VENDORS are the legal and absolute  
 owners in possession and occupation of the PLOT No.F

admeasuring 3146 square metres of the property MOLIANCHI FOLI alias KUTUBONA ,situated at Davorlim Village ,of Taluka and Sub -District of Salcete ,District of South goa described in the Land Registration Office under No.32302 of Book B 83 of New Series and enrolled in the Taluka Revenue Office under MatrizNo.300and surveyed under Survey No.4/ 1 -C of Village Davorlim.

Boundaries as per the Survey Records: -

East: By Plot bearing Survey No.4 / 1 -D,

West: By Plot bearing Survey No.4 / 1,

North: By the remaining part of the Plot bearing Survey No.4 / 1 -C and beyond lies Survey No.5 /1 and 1-B,

South: By area for road widening beyond which lies the P.W.D road.

Plot No. F bearing Survey No.4 /1-C classified as settlement zone in regional Plan for 2011 and 2021.

ANDWHEREAS by an Agreement for development and sale dated twenty fifth day of July 2019 executed between

\_\_\_\_\_ of the ONE PART  
hereinafter referred to as THE VENDORS and M/s

\_\_\_\_\_ of the OTHER PART  
hereinafter referred to as THE PROMOTERS, the VENDORS agreed with the PROMOTER for the absolute sale to the Plot No.F admeasuring 3146 square metres of the property MOLIANCHI FOLI alias KUTUBONA bearing Survey No.4 /1 -C of Davorlim Village,described in the Land Registration Office of Salcete under No.32302 New Series and enrolled in the Taluka Revenue Office under Matriz No.300 more particularly

described in the Schedule hereunder written hereinafter referred to as THE PROJECT LAND.

ANDWHEREAS the sale consideration has to be paid partly in Cash and partly in built up area as specified in the Agreement for Development and Sale.

ANDWHEREAS the PROMOTER are entitled and authorised to develop the Project Land by erecting or constructing the Independent Villas (10Nos) and Two Row Villas (4 units).

ANDWHEREAS the ALLOTTEE has agreed to purchase an Independent Villa / Row Villa No. \_\_\_\_\_ hereinafter referred to as the said INDEPENDENT / ROW VILLAS being constructed in the said PROJECT LAND by the PROMOTER.

AND WHEREAS the promoter has proposed to construct on the project ROYAL SERANADE COMPLEX having independent villas ( ten villas ) and two duplex row villas ( four units) .

AND WHEREAS the Allottee has agreed to purchase an Villa bearing number \_\_\_\_\_ ( herein after referred to as the said "Villa") in the said ROYAL SERANADE COMPLEX (herein after referred to as the said "Complex") being constructed 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 Architect; AND WHEREAS the 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. ....; authenticated copy is attached n **Annexure "A"**;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Complex and the Promoter accepts the

professional supervision of the Architect and the structural Engineer till the completion of the Project.

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

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 title project land and the plans designs and specification prepared by the Promoter's Architects Messer's ..... and of such other documents as are specified under the real estate (Regulations 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 Royal Serenade Complex 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 Villas 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 some of the approvals from the concerned Competent Authority (s) to the plans, the specifications, elevations, sections and of the said Complex wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Complex Completion Certificate or Occupancy Certificate of the said Complex,

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 Complex and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Complex shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said Complex in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Villa No. \_\_\_\_\_ being constructed in the said Project; 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 confirmation 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 to 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 provisions of the Real Estate (Regulations 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 Villa with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central act of 16 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 COVERED PARKING;

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

1. The Promoter shall construct the said Complex consisting of Independent Villas (ten) and two Row

Villas ( 4 units ) 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 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 terrace area .....sqmts.

(ii) the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking alongwith the Villa.

1(b) the total aggregate consideration amount for the Villa includingcovered car parking spaces is thus Rs. ....(Rupees..... only).

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 Rs. .... (Rupees ..... only) in the following manner.

i. Amount of Rs. ..../(Rs..... only)

(not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii.Amount of Rs. ..../- (.Rupees .....only)not



exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Villa in which the said Villa is located on ..... whichever is earlier.

- iii. Amount of Rs. ..../- (. Rupees... .. only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of slab including podiums and stilts of the Complex in which the said Villa is located or on ..... whichever is earlier.
- iv. Amount of Rs. ..../- (Rupees..... .. only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of wall, internal plaster, flooring, doors and windows of the said Villa.
- v. Amount of Rs. ..../- (.Rupees..... ..only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of sanitary fitting ,staircases, lift, wells ,lobbies upto the for the floor level of the said Villa .
- vi. Amount of Rs. ..../- (Rupees .....only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Complex which the said Villa is located.
- vii. Amount of Rs. ..../- (.Rupees..... ..only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electrical fittings, electro ,mechanical and environment requirements ,entrance lobby/s ,plinth protection, paving of areas appertain and all other requirements

may be specified in the Agreement of sale of the Complex on which the said Villa is located.

viii. Balance Amount of Rs..... /-  
(Rupees.....only) 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.

IX. As per the mode of payment as mutually agreed between  
the parties, the same is annexed at Annexure B.

1(d) the Total Price above excludes Taxes (consisting of tax  
paid or payable 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.

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  
notifications/order/rule/regulation published/issued in that  
behalf to that effect along the demand letter 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 after 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 of the Complex is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, 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 Disclosure on websites) 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 the Allottee undertake not to object/demand/direct the Promoter to adjust his / her payments in any manner.

Note: each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floor in case of multi-storeyed building/wing.

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 Allottee. The Promoter shall abide by the title schedule for completing the project and handing over the Villa to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completing certificate or both, as the case may be subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoter as per the agreement. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to other 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 of 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 him on the project land in the said Project and Allottee has agreed to purchase the said Villas 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 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 outgoing) 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 day 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 period, Promoter shall be entitled to terminate his 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 floorings and sanitary fittings and amenities like one or more lifts which particular brand, or its equivalent or price range (if unbranded) to be provided by Promoter in the said Complex 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 ..... 2020. If the Promoter fails or neglects to give possession of the Villa to the Allottee on account of reasons beyond his controls 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 shall be entitled to reasonable extension of time for giving delivery of Villa on the aforesaid date, if the completion of Complex 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 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 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 allottee, 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 occupy 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 Villa are ready for use and occupancy.

7.3 Failure of Allottee to take possession of Villa upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Villa 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 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 Complex 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 the Complex in which the Villa are situated or any

structural defect 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 defects in the manner as provided under the Act. In case the Allottee carry out any work of alteration or modification within the Villas after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Villas, then in such an event the Promoter 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. The Allottee shall use the Villa or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee (s) of Villas in the Complex 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 application for registration and/ or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the 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 modification are made in the draft byelaw, or the Memorandum and /or Articles of Association as may be



required by the Register of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 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 Villa) of outgoing in respect of the project land and COMPLEX 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, chowkidar's, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Complex. Until the association of allottees is formed and the maintenance of the said Villa of the Complex is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoing 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. ....(Rupees..... only). per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of such on time by Allottee shall be regarded as 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.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- (i) Rs.....(Rupees.....  
..... only) for share money,  
application entrance fee of the Society or Limited  
Company/Federation/Apex Body.
- (ii) Rs.  
.....(Rupees.....  
..... only) for formation and registration  
of the Society or Limited Company/Federation/Apex  
Body.
- (iii) Rs.....(Rupees.....  
only)..... for proportionate share of taxes and  
other charges /levies in respect of the Society  
or Limited Company/Federation/Apex Body.
- (iv) Rs.....(Rupees .....  
.....only) ..... for deposit  
towards provisional monthly contribution towards  
outgoing of Society or Limited  
Company/Federation/Apex Body.
- (v) Rs.  
.....(Rupees.....  
.....only) for deposit  
towards water, electric, and other utility and  
services connection charges.
- (vi) Rs. ....) Rupees.....  
.....only) for  
deposits of electrical receiving transformer and  
sub-station provided in layout. (vi) Rs. ...as legal  
charges.
- (vii) Rs.....(Rupees  
.....  
..... only).as infrastructure tax.

(viii) Rs.....(Rupees.....  
 .....only) as corpus in respect of the  
 Society or Limited Company/ Federation /Apex  
 Body.

(ix) Rs. .... (Rupees.....  
 ..... only) as stamp Duty and  
 Registration charges.

11. The Allottee shall pay to the Promoter a sum of  
 Rs.....(Rupees.....  
 .....only) 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.

12. At the time of registration of conveyance the Allottee  
 shall pay to the Promoter, the Allottee's 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 Villas of the said Complex.  
 At the time of registration of conveyance of the  
 project land, the Allottee shall pay to the Promoter,  
 the Allottee's share of stamp duty and registration  
 charges payable, by the said Apex body or Federation  
 such conveyance or any document or instrument of  
 transfer in respect of Complex of the said land to  
 be excluded in favour of the Apex Body or  
 Federation.

### 13. 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 the

title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.

- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances on 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 Complex 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 Complex 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, Complex 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 said Villa 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 to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the Complex to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the Complex 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, imposition, 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 Governmental 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 Project except those disclosed in the title report.
14. 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 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 Complex in which the Villa is situated which may be against the rules, regulations or byelaws Or change/alter or make addition in or to the Complex 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 hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Complex in which the Villa is situated or storing of which goods is objected by local or other authority and shall take care while carrying heavy packages which may damage or likely to damage staircase , common passages or any other structure of the Complex in which the Villa is situated, including entrances of the Complex in which the Villa is situated and in case any damage is caused to the Complex in which the Villa is situated or 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.
- (ii) 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 Complex 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 above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority.

- (iii) 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 alterations ofwhatever nature in or to the Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the Complex 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 theComplex 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 or other structural members in the Villa without the prior written permission of the Promoter and /or the Society or the Limited Company.
- (iv) Not to do or permit to be de any act or thing which any render void or voidable any insurance of the project land and the Complex in which the Villa is situated or any part thereofwhereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit thesame to be thrown from the said Villa in the compound or any portion of the project land and the Complex in which the Villa is situated.
- (vii) Pay tothe Promoter within fifteen days of demand by thePromoter, his shareof security deposit any taxes or levies and otheramounts as demanded by the concernedlocal authority orGovernment for providing infrastructure like water, electricity, sewerage or any other service connection to theComplex 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 purpose other than for purpose for which it is sold.

- (x) The Allottee shall not let, sublet, 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 maybe made time to time for protection and maintenance of the said Complex and the Villa therein and or 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 in the Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received account of the share capital for the promotion of the Cooperative Society or association or

company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villa and Complex or any part thereof.



The Allottee shall have no claim save and except in respect of the Villa along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un -allotted inventory shall continue to remain the property of the Promoter until sold / allotted.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :** After the Promoter executes this Agreement he shall not mortgage or create charge on the Villa and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Villa
  
18. **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 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 mother 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 in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT: This Agreement along with its Schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said Vila /Complex, as the case may be.
20. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.
21. PROVISION 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 Allottee of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.
22. SEVERABILITY : If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT : Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the 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.

24. FURTHER ASSUANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 transactions contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the 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 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.
26. The Allottee and Promoter shall present this Agreement as well as conveyance at the proper registration office of registration within the time prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. 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 address specified below-

Name of the Allottee

(Allottee's address)

Notified e-mail ID .....

m/S Promoter name

(Promoter Address)

Notified e-mail ID .....

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

28. **JOINT ALLOTTEES:** that in case there are joint allottee all communications shall be sent by the Promoter to the allottee whose name appears first at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. **Stamp duty and Registration:-**The charges towards stamp duty and registration of this agreement shall be borne by the allottee.

30. **Dispute Resolution:** - any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the Provisions of the Real estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW :** That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the laws of India for the being in force and the courts in the state of goa will have the jurisdiction for this agreement.

**SCHEDULE A ABOVE REFERRED TO**  
(of the Independent / Row Villa )

Independent / Row vilaNo.\_\_\_\_\_having  
carpet area of \_\_\_\_\_square metres of ROYAL  
SERANADE COMPLEX built in the Plot No.F  
admeasuring 3146 square metres of the property  
MOLIANCHI FOLI alias KUTOBONA situated at  
Davorlim Village ,of Taluka and Sub -District of Salcete  
,District of South Goa ,described in the Land Registration  
Office under NO.32302 of Book B 83 of New Series and  
enrolled in the Taluka

Revenue Office under Matriz No.300 and surveyed  
Survey Number 4 / 1-C of DavorlimVillage .

Boundaries as per the survey Records: -

East : By plot bearing survey No.4 / 1- D ,

West : By plot bearing survey No .4 / 1 ,

North : By the remaining part of the plot bearing survey  
no.4 / 1 -C and beyond lies survey No.5 / 1 and plot  
No.1-B ,

South : By area for road widening beyond lies the P.W.D  
road.

Plot No.F bearing Survey No.4 / 1 -C classified as  
settlement zone in Regional Plan for 2011 and 2021.

**ANNEXURE B**

**(PAYMENT PLAN BY THE ALLOTTEE )**

The Allottee shall make payment to the Promoter as per  
the schedule given herein below:-

Particulars	Installment at	Service Tax

On Agreement	Rs.	
Stamp Duty (2.9 % on agreement)	Rs.	
Infrastructure Tax	Rs.	
On intimation of the completion / occupancy certificate	Rs.	
On possession of the Villa	Rs.	
Stamp Duty	Rs.	
Registration Charges	Rs.	
Society Formation	Rs.	
Registration of the Society	Rs.	
Corpus Deposit	Rs.	
Maintenance charges for the year	Rs.	
Water, electricity and other utility	Rs.	
Electric connection charges /transformer deposit (Single Phase connection / three phase	Rs.	

connection		
Legal charges & other incidental charges	Rs.	
House Tax / Cess any other charges if applicable	Rs.	

N.B:Water electricity connection/transformer deposits/stamp duty/Registration charges may vary subject to changes if any as applicable at the time of possession /conveyance.

**ANNEXURE C**

**(SPECIFICATIONS FOR INDEPENDENT /ROW VILLA )**

**STRUCTURE :**

Reinforced Cement Concrete structure as per approved design of Competent Authority.  
Earthquake Resistant RCC structure external walls 200 / 230 mm thick / laterite Stone / concrete

block masonry and internal partition walls of 100 mm thick burnt brick / concrete block masonry.

#### FLOOR/WALL /TILING:

Vitrified Flooring for hall or living room and cement tiles for remaining area of the Villa and wall tiles for Toilets upto ceiling.

The Colour, size, brand will depend upon the availability of the tiles and the choice of the PROMOTER

Granite frames for toilet doors.

Kitchen Dado upto a height of 600 mm.

#### WALL FINISH:

Internal Walls of readymade Wall Acrylic Putty on cement plastered walls.

Acrylic emulsion paint in pastel Colours on Walls and ceiling.

Sand based external with Apex Weatherproof Exterior Emulsion painting as per Architects Colour Choice.

#### DOORS & WINDOWS:

Main door Salwoodframe or teak wood with melamine polish.

Internal door frames of Salwood. Internal doors of 25/30 mm thick hard core marine flush shutters with laminated finish.

Main door accessories will be in Brass. All internal doors will be provided with M.S.oxidized hinges and other fittings in aluminium powder coated accessories.

All windows will be Aluminium open able/sliding shutters with clear glass.

Bathroom Ventilators will be of Aluminium fixed/louvered type with opening for fitting exhaust



fan. Safety grills of 10 mm thick Ms square profile for all windows as per design approved by the Architect.

### KITCHEN PLATFORM AND SINK:

Kitchen platform will be of polished black granite with single bowl stainless steel sink size 24" x 18". Provision for refrigerator, water purifier and chimney in kitchen. Provision for washing machine in kitchen/ kitchen utility / any other location as per Architect choice.

### PLUMBING AND SANITARY INSTALLATIONS:

Concealed internal plumbing in CP VC / White PVC pipes Chromium Plated CP fittings of premium make.

Single lever hot and cold mixer for kitchen sink

Single lever ( diverter series) hot and cold shower mixer for bathrooms.

Floor mounted sanitary ware of premium make with seat cover and concealed Flush Valve.

Wash basin with counter and pillar cock.

Health faucets in all toilets

Geyser provision in all toilets

### SOIL AND WASTE WATER LINE:

Soil and waste water line (exposed and concealed) will be of PVC Cement pipes/ foam core pipes.

Sewerage will be connected to the sewerage line of PHE Department of Goa PWD.

### ELECTRICITY SUPPLY AND WIRING:

Wiring will be concealed type, 3 Phase for double and single Phase for 415 volts and with good quality modular switch sockets. The Actual supply may be of single or three phase in accordance with the rules and regulations of Goa Electricity Department, in force at the time the Complex is energized by them. Each will be provided with a separate meter located at the entrance and as per phase isolated MCB distribution board, with shock proof (RCCB PROTECTION) within the for easy isolation of supply.

The distribution of point is as follows:-

Living room/Dining room & Balcony:

Four light points and two light points one fan point, one 5 amps plug point on switchboard, two 5 amps plug points on separate board, TV & Telephone point, one bell point.

Bedroom / Balcony :

1 light point, one two way light point, one fan point, one 5 amps point on switchboard, two 5 amps plug points on separate board, 15amps point for split type AC.

Master Bedroom / Balcony ;

1light point, one two way light point, one fan point, one 5 amps plug point on switch board, two 5 amps plug points on separate board, 15 amps points for split AC, and also TV & Telephone extension point & one telephone internet point for connecting internet router.

Kitchen & Utility :

2light points, one fan point, one 5 amps plug point for mixer, one 5 amps point for Aqua Guard & 15 amps plug point for microwave oven and two 15 amps plug points for washing machine and refrigerator.

Toilet:

All toilets to have One light point, one exhaust fan point, one 5 amps plug point and one light point over wash basin, and one 15 amps plug point for geyser in all toilets.

The wiring will be carried out using fire retardant low smoke insulated multi stranded copper wire in alkathene pipes of adequate size as called for by design. The wiring for 15 amps points will be of 2.5 sq.mm copper wire.

Miniature circuit breaker will be provided in the D.B. for safety from overloads and short circuit.

Inverter wiring is provided for one light point and one fan point in living room, bedrooms, kitchen and one light point in toilets.

Provision for cable TV connection will be provided in living and master bedroom.

Modular Switches of ROMA brand or Equivalent.

#### WATER SUPPLY:

There will be individual overhead tank. This will be connected to Government Water Supply lines.

#### MISCELLANEOUS:

-Telephone tag boards.

-Independent electrical and water connection for each unit.

### **ANNEXUE D**

#### **Rules and Regulations in respect of management ,maintenance of the common areas.**

**The one years services covered for maintenance include the following :-**

(a ) Maintaining of common areas such as internal roads ( No resurfacing ),common areas electrical fixtures .

(b )Switching on and off the lights in the common areas.

( c) Security Personal to the Royal Serenade Complex.

**Services which are not included are :-**

- a) Collecting the garbage on a day to day basis and disposing it off into the Municipal garbage bin.
- b) Damage occurring due to lighting ,short circuits , power fluctuations ,earthquake etc.

**ROAD IN THE COMPLEX**

- 1.The PROMOTER shall maintain the internal road till the delivery of the possession of the Villa to the Allottee.
- 2.The owners /residents are not entitled to litter or throw on the internal road starting from the main P.W.D road and touches to the Property of the Original Owners or remaining part of the property.
- 3.The Owners of the remaining part of the property are entitled to use the internal road from the main road to enter their part of the property.
- 4.The Allottee of the Villas have no right to obstruct the Owners of the adjoining property or remaining part of the property.

**Lighting and Plumbing :-**

- 1.The **PROMOTER** shall ensure all external plumbing works are attended with promptitude in time of need pertaining to clogging and choking of pipes.
- 2.The **PROMOTER** shall see adequate lighting arrangement are provided at the common areas by switching on the lights between 7 p.m to 11.30 p.m and thereafter only necessary lights will be lit between 11.30 p.m to 6 a.m every day.

### Security

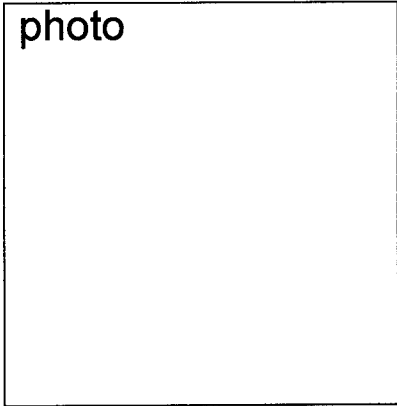
- 1.A 24 -hrs security will be provided at the complex by a guard who will also operate the main gate ,Entry& Exit Gate of Basement area of the complex .The security company shall be chosen by the **PROMOTER**.
- 2.The security guard shall only be responsible for the maintenance of traffic and parking within the complex and will not be responsible for security of individual units and their belongings.

### General

- 1.Owners and residents referred to hereinabove include the family members of the purchasers who have purchased premises in the said plot of land .
- 2.The **PROMOTER**are entitled to entrust the maintenance of the landscaped gardens to a third party contractor who shall conduct the maintenance and provide services as contained in this agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereto set and subscribed their respective hands and signature on the day, month and year and place first herein above mentioned.

Signed and Delivered by the  
Within named Allottee



\_\_\_\_\_  
Allottee

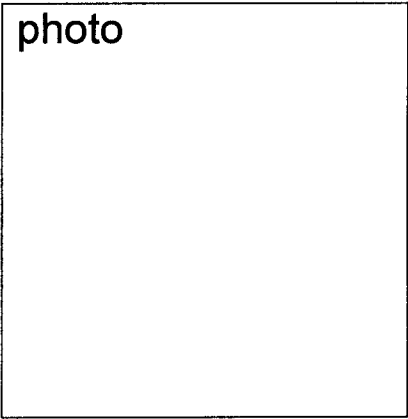
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Signed and delivered by the  
within named Promoter



Partner of Royal Realtors

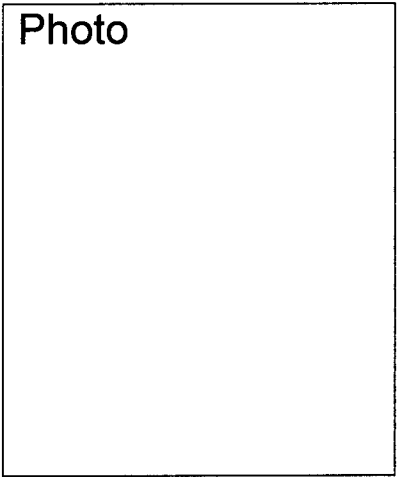
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Signed and Delivered by the  
With named Promoter



                      
Partner of Royal Realtors

Left hand prints :-

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Right hand prints :-

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In the presence of :-



1. Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Mrs. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_