

**AGREEMENT**

This Agreement to Sell is executed at New Delhi on this  
 \_\_\_\_\_ Day of \_\_\_\_\_, by;

1)	<p>_____ A Limited Liability Partnership (LLP), under the provisions of Limited Liability Partnership Act, 2008, having LLP Identity No. _____, vide Certificate of Incorporation dated ____, having its Registered office at D-2, Kalindi Colony, New Delhi-110065, through its Designated Partner Shri Pankaj Dabral (<i>Pan No.</i> _____) S/o Shri K.R. Dabral, duly authorised vide Resolution passed in the meeting of Partners held on _____; hereinafter called '<b>THE FIRST PARTY NO. 1</b>'; and</p>
2)	<p>_____ A Private Limited Company duly incorporated under the Companies Act, 1956, having its registered office at G-56, Sheikh Sarai Phase-I, New Dehli, through its Director Shri Sanjeev Munjal (<i>Pan No.</i> _____, &amp; <i>Aadhaar No.</i> _____) S/o Shri Jagdish Lal Munjal, duly authorised vide Resolution passed in the meeting of the Board of Directors held on _____, hereinafter called '<b>THE FIRST PARTY NO. 2/PROMOTER</b>'</p>

The FIRST PARTY No. 1 and the FIRST PARTY No. 2 are hereinafter collectively referred to as "**THE FIRST PARTY**" of the one part.

**AND**

\_\_\_\_\_, hereinafter Referred to as "**THE SECOND PARTY**" of the other part.

A. **WHEREAS** Mrs. Maria Arcanzela De Souza widow of Nazario Caetano Fernandes, was the sole, absolute and exclusive owner of Property known as "Santerechem Bata" or "Chafedor" or "Khursawado", surveyed under Survey No. 186/5 of the Village of Assagao, Bardez, Goa, admeasuring 3500 Sq. Mtrs. alongwith the old dilapidated house bearing House Number 27/2, found described in the Land Registration Office of Bardez at Mapusa under No. 13254 of folio 145 of Book B-34 and under No. 27729 of folio 118 Book No. 71 and inscribed under No. 20659 of folio 58 of Book G27, found enrolled in land revenue office under No. 1276 of first circumscription hereinafter referred to as "**THE SAID PROPERTY/PROJECT LAND**".

B. **AND WHEREAS** the said property is bounded as under:-

EAST : Property bearing Survey No. 186/6, 31, 33, 49  
WEST : Property bearing Survey No. 186/4  
NORTH : Property bearing Survey No. 185/9, 10, 15 & 8  
(part)  
SOUTH : Public Road

C. **AND WHEREAS** upon the death of the Nazario Caetano Fernandes an inventory proceedings has been instituted and by virtue of the said inventory proceeding his wife and Maria Arcanzela De Souza allotted 1/2 (One-Half) share in the property described under No. 13254 of folio 145 of Book B-32 and their son Mr. Antonio Josephat Hipolito Fernandes allotted 1/2 (One-Half) share in the property described under No. 13254 of folio 145 of Book B-32 and the entire share of the said property described under No. 27729 of folio 118 Book No. 71.

D. **AND WHEREAS** thereafter vides Deed of Gift and Acceptance dated 25.09.1965, the said Maria Arcanzela De Souza gifted and transferred her share in favour of her grandson Mr. Nazario Contad Niceto do Josephato S/o Mr. Antonio Josephat Hipolito Fernandes.

E. **AND WHEREAS** thereafter vide Deed of Sale dated 22.09.1981, Mr. Antonio Josephat Hipolito Fernandes and his wife Mrs. Maria Graca Arsenia Marcelina Dias e Fernandes and their son Mr. Nazario Conrad Niceto do Josephato in the status of bachelor sold and transferred the said property to Mr. Luis Caetano Fernandes.

F. **AND WHEREAS** upon the death of the said Luis Caetano Fernandes and his wife Mrs. Rosemarie Fernandes an inventory proceeding bearing 159/06/F was instituted and upon the said inventory proceeding their children's namely (1) Ms. Vanessa Fernandes, (2) Ms. Nivedita Luis Fernandes and (3) Ms. Gertrude Luis Fernandes, acquired equal right and share in the said property.

G. **AND WHEREAS** the said (1) Ms. Venessa Fernandes and (2) Ms. Nivedita Luis Fernandes, (3) Ms. Gertrude Luis Fernandes, all spinsters jointly sold and transferred the said property to M/s. Assagao Resorts LLP (*the FIRST PARTY No. 1 herein*), vide Deed of Sale dated 17.10.2016, duly registered as Book-1, Document Registration No. BRZ-BK1-04353-2016, CD number BRZD783 dated 18.10.2016 in the office of the Sub-Registrar of Bardez at Mapusa.

H. **AND WHEREAS** the said property also stands mutated in the name of the FIRST PARTY No. 1 in the Revenue Records as owner.

I. **AND WHEREAS** the FIRST PARTY No. 1 was desirous of getting developed/constructed a Residential Complex on the said property and due to financial constraints and lack of experience in construction, have approached the FIRST PARTY No. 2 to develop a Residential Complex on the said property for and on behalf of the FIRST PARTY No. 1 at the cost of the FIRST PARTY No. 2.

J. **AND WHEREAS** the FIRST PARTY has already obtained the building plans sanctioned from the office of Senior Town Planner, Mapusa Goa, Technical Clearance Order, vide their Ref. No. TPB/2821/ASSG/TCP-18/4011, Inward No. 5587, dated 22.12.2017, for the construction of a Residential Complex thereon and obtained the construction Licence from Village Panchayat Assagao vide Licence No. VP/ASS/1447/2018-19 dated 18.02.2019.

K. **AND WHEREAS** the FIRST PARTY No. 1 being the owner of the said property entered into an Agreement dated 26.04.2019, for the development/ construction of a Residential Complex on the said property, being comprised of Independent Residential Villas.

L. **AND WHEREAS** under the terms of the said Agreement, it was inter-alia agreed amongst the FIRST PARTY that the FIRST PARTY shall jointly sell and transfer the proposed project either as a whole or in parts and shall be entitled to receive the sale proceeds from the prospective purchasers in their respective names in the ratio of 43:57: i.e. 43% share by the FIRST PARTY No. 1 and 57% share by the FIRST PARTY No. 2.

M. **AND WHEREAS** pursuant to the said Agreement, the PROMOTER started development/construction of Residential Complex on the project land.

N. **AND WHEREAS** the FIRST PARTY No. 2 is entitled and authorised to construct/developer Residential Complex on the said property in accordance with the recitals herein above;

O. **AND WHEREAS** the SECOND PARTY has agreed to purchase a Villa bearing No. \_\_\_\_\_ herein after referred to as the "**SAID VILLA**") (*fully shown in the Red Colour in the plan annexed herewith*), which is being constructed by the Promoter.

P. **AND WHEREAS** the FIRST PARTY No. 2 has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

Q. **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 in Annexure;

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

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

T. **AND WHEREAS** on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs ..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

U. **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;

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

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

X. **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 project wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

Y. **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 building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

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

**AND WHEREAS** the Allottee has approached the Promoter for purchase of an Independent Villa bearing Private No. \_\_, having carpet area measuring about Sq. Mtrs., alongwith the ownership rights in the land underneath measuring Sq. Mtrs. (hereinafter referred to as '**THE SAID VILLA**').

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

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

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

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

**AND WHEREAS**, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of SAID VILLA 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 FIRST PARTY hereby agrees to sell and the Allottee hereby agrees to purchase the SAID VILLA.

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

1. The Promoter shall construct the SAID PROJECT 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 FIRST PARTY the SAID VILLA i.e. Villa Private No. .... of carpet area admeasuring ..... sq. Metres. The Villa shall also have an exclusive carpet area of balcony of .....sqmts with an exclusive terrace area..... sqmts, on .....floor in the project for the consideration of Rs. \_\_\_\_\_, which includes the proportionate incidence of common areas and facilities appurtenant to the SAID VILLA, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1(B) The total aggregate consideration amount for the SAID VILLA is thus Rs. \_\_\_\_\_.

1(C) The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_, as advance payment or application fee and hereby agrees to pay to the FIRST PARTY the balance amount of Rs. \_\_\_\_\_, in the following manner:

- i. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY after the execution of Agreement.
- ii. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of \_\_\_\_\_, or on .....whichever is later.

- iii. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of \_\_\_\_\_, or on .....whichever is later.
- iv. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of the walls, internal plaster, floorings, doors and windows of the SAID VILLA.
- v. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the SAID VILLA.
- vi. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the SAID VILLA is located.
- vii. Amount of Rs. \_\_\_\_\_, to be paid to the FIRST PARTY on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the SAID VILLA is located.
- viii. Balance Amount of Rs. \_\_\_\_\_, against and at the time of handing over of the possession of the Villa to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(E) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(F) The FIRST PARTY may allow, in their sole discretion, a rebate for early payments of equal installments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the FIRST PARTY.
- 1(G) The 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. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause\_of this Agreement.
- 1(h) The Allottee authorizes the FIRST PARTY 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 FIRST PARTY may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the FIRST PARTY to adjust his payments in any manner.

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 SAID VILLA.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the SAID VILLA to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other



sums due and payable to the promoters as per the agreement Similarly, the Allottee shall make timely payments of the 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 Promoter, as provided in clause \_\_\_\_\_ hereinabove. (“*Payment Plan*”).

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

If the Promoter fails to abide by the time schedule for completing the project and handing over the SAID 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.

Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the FIRST PARTY shall at their own option, may terminate this Agreement: Provided that, FIRST PARTY 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 their 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 FIRST PARTY within the period of notice then at

the end of such notice period, FIRST PARTY shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the FIRST PARTY 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 installments of sale consideration of the SAID VILLA which may till then have been paid by the Allottee to the FIRST PARTY and the FIRST PARTY shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (*if unbranded*) to be provided by the Promoter in the said building and the SAID VILLA as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Villa to the Allottee on or before..... day of .....20..... If the Promoter fails or neglects to give possession of the SAID VILLA to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the FIRST PARTY shall be liable on demand to refund to the Allottee the amounts already received by FIRST PARTY in respect of the SAID VILLA with interest at the same rate as may mentioned in the clause herein above from the date the FIRST PARTY received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of SAID VILLA on the aforesaid date, if the completion of building in which the SAID 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.

#### **PROCEDURE FOR TAKING POSSESSION.—**

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the SAID 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 SAID 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 allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the SAID VILLA within 15 days of the written notice from the promoter to the Allottee intimating that the SAID VILLA is ready for use of occupancy.

Failure of Allottee to take Possession of SAID VILLA upon receiving a written intimation from the Promoter as per clause \_\_, the Allottee shall take possession of the SAID 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 SAID VILLA to the allottee. In case the Allottee fails to take possession within the time provided in clause \_\_, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

If within a period of five years from the date of handing over the SAID VILLA to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the SAID VILLA or the building in which the Villa are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottee(s) carry out any work within the SAID VILLA after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Villas/s, then in such an event the promoter shall not be liable to rectify or pay compensation.

But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the SAID VILLA or any part thereof or permit the same to be used only for purpose of residence only.

9. The Allottee along with other allottee(s) of Villas in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the 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 modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the SAID 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 SAID VILLA) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, commonlights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. \_\_\_\_\_ per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the SAID VILLA keep deposited with the Promoter, the following amounts:—

- (i) Rs. \_\_\_\_\_ for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. \_\_\_\_\_ for formation and registration of the Society or Limited Company/Federation/Apex body.

- (iii) Rs.\_\_\_\_\_for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs.\_\_\_\_\_for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs.\_\_\_\_\_for Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs.\_\_\_\_\_for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- (vi) Rs.\_\_\_\_\_as legal charges.
- (vii) Rs.\_\_\_\_\_as infrastructure Tax.
- (viii) Rs.\_\_\_\_\_as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (ix) Rs.\_\_\_\_\_as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance of the structure of the building or wing of the building, 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 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 Promoter, the Allottee's 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 of the said land to be executed in favour of the Apex Body or Federation.

### **13. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY**

The FIRST PARTY hereby represents and warrants to the Allottee as follows:—

- i. The FIRST PARTY 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 FIRST PARTY 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 FIRST PARTY 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 FIRST PARTY 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 FIRST PARTY 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 SAID VILLA which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The FIRST PARTY confirms that the FIRST PARTY is not restricted in any manner whatsoever from selling the said SAID VILLA 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 allottee(s) the FIRST PARTY

shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- x. The FIRST PARTY 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 FIRST PARTY in respect of the project land and/or the 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's own cost in good and tenantable repair and condition from the date the possession of the Villa is taken and shall not do or suffer to be done anything in or to the building 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 building in which the Villa is situated and the Villa itself or any part thereof without the consent of the local authorities, if required.
  - (ii) Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Villa is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Villa is situated, including entrances of the building in which the Villa is situated and in case any damage is caused to the building 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.
  - (iii) To carry out at his own cost all internal repairs to the SAID VILLA and maintain the Villa in the same condition, state and order in which it was delivered by the Promoter to the Allottee

and shall not do or suffer to be done anything in or to the building in which the Villa is situated or the Villa which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Villa or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building 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.
- (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 Villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID VILLA in the compound or any portion of the project land and the building in which the Villa is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Villa is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Villa by the Allottee for any purposes other than for purpose for which it is sold.



- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Villa until all the dues payable by the Allottee to the 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 Villas therein and for the observance and performance of the Building Rules, Regulations and By-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 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.

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 on account of the share capital for the promotion of the Cooperative 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.

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 VILLAS or of the said Plot and Building 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. FIRST PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the FIRST PARTY executes this Agreement he shall not mortgage or create a charge on the SAID 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 SAID VILLA.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the FIRST PARTY do not create a binding obligation on the part of the FIRST PARTY 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 FIRST PARTY. If the Allottee(s) fails to execute and deliver to the FIRST PARTY 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 FIRST PARTY, then the FIRST PARTY 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.

#### **19. ENTIRE AGREEMENT**

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

#### **20. RIGHT TO AMEND**

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

#### **21. 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 SAID VILLA, in case of a transfer, as the said obligations go along with the SAID 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 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.

**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 SAID VILLA to the total carpet area of all the SAID VILLA 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 ASSURANCES**

All 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 maybe 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.

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the FIRST PARTY at \_\_\_\_\_, or which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the FIRST PARTY 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/or FIRST PARTY shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the FIRST PARTY will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the FIRST PARTY as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the FIRST PARTY by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of Allottee  
(Allottee's Address)

Notified Email ID: .....  
FIRST PARTY No. 1

(FIRST PARTY No. 1 )  
Notified Email ID: .....

Notified Email ID: .....  
FIRST PARTY No. 2

(FIRST PARTY No. 2  
Notified Email ID: .....

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

**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 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.

**31. 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.

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

Schedule Above Referred to

**SCHEDULE**

All that Property known as “Santerchem Bata” or “Chafedor” or “Khursawado”, surveyed under Survey No. 186/5 of the Village of Assagao, Bardez, Goa, admeasuring 3500 Sq. Mts. alongwith the old dilapidated house bearing number 27/2, found described in the Land Registration Office of Bardez at Mapusa under No. 13254 of folio 145 of Book B-34 and under No. 27729 of folio 118 Book No. 71 and inscribed under No. 20659 of folio 58 of Book G27, found enrolled in land revenue office under No. 1276 of first circumscription and it bounded as under:-

EAST : Property bearing Survey No. 186/6, 31, 33, 49  
WEST : Property bearing Survey No. 186/4  
NORTH : Property bearing Survey No. 185/9, 10, 15 & 8  
(part)  
SOUTH : Public Road

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

1. Name  
Signature .....

2. Name  
Signature .....

At ..... on .....

in the presence of WITNESSES:

1. Name  
Signature .....

2. Name  
Signature .....

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**WITNESSES:**

Name  
Signature .....

Name  
Signature .....

**ANNEXURES** (as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees  
..... on execution of this agreement towards Earnest  
Money Deposit or application feeI say received.

The Promoter/s.