

## AGREEMENT FOR SALE

This Agreement for sale is made and executed on this ..... day of ..... 2021,  
at Panaji, Tiswadi, Goa,

### BY AND BETWEEN

**M/S SINARI DEVELOPERS**, a partnership firm, with its registered office at Shop No. 4, Meenakshi Building, Dr. A. B Road, Panaji, Goa, (Pan card no. [REDACTED]), represented by its partner, **Mr. Dinesh D. Sinari**, aged about 50 years, **Builder**, married, son of late Dinkar Sinari, resident of Ribandar, Patto, Goa, (Pan card no. [REDACTED]) (Aadhar card no. [REDACTED]), Indian National, having his Office, at Shop No. 4, Meenakshi Building, Dr. A. B Road, Panaji, Goa, Pin code : 403001, hereinafter referred to as the **"PROMOTER/OWNER"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors, executors, administrators and permitted assigns) **OF THE FIRST PART.**

### **AND**

**Mr.** \_\_\_\_\_, aged about \_\_\_\_\_ years, service/\_\_\_\_\_, married, daughter /son of \_\_\_\_\_, resident of House no. \_\_\_\_\_, \_\_\_\_\_, Goa, Pin code : \_\_\_\_\_, (Pan Card no. \_\_\_\_\_), (Aadhar card no. \_\_\_\_\_), Indian National, hereinafter called the **"ALLOTTEE/PURCHASER"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, nominees, legal representatives, successors, executors, administrators, successors and permitted assigns ) **OF THE SECOND PART.**

**All the parties hereto are Indian Nationals.**

### **WHEREAS:**

1.1 (A) The **PROMOTER** is the absolute and lawful owner in possession of all that said property bearing Chalta Nos. 4 & 5 of P.T Sheet No. 12 of City Survey Panaji, which shall hereinafter be referred to as the **"SAID LAND"**, and which forms part of the larger property which is more particularly described in **Schedule-I** and and which said land is more particularly described in **Schedule-A**, given herein below.

(B) The **SAID LAND** is earmarked for the purpose of building a residential Cum commercial project comprising of shops on the lower ground floor, Apartments on the Upper Ground Floor, First Floor and Second floor, Third floor and Fourth floor with covered Car parking spaces and Off-Street open car parking outside the said building project, which project shall be known as “**SINARI APARTMENTS – II**”, hereafter referred to as the “**SAID PROJECT**”.

There is a water well and a Dattatreya Temple in the property bearing Chalta No. 4A of P.T Sheet No. 12 of City Survey Panaji.

(C) The PROMOTER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the PROMOTER regarding the **SAID LAND** on which the **SAID PROJECT** is to be constructed have been completed ;

(D) The PROMOTER has been granted the Commencement Certificate /and following permissions / approvals/ licenses to develop the **SAID PROJECT** as under :

1. Zoning Certificate No. GPPDA/Zon-Inf/Pnj/638/2021, dated 04/10/2021, issued by the Great Panaji Planning Department, Panaji-Goa, Certifying that the **SAID PROPERTY**, falls under “Commercial- C2” Zone.
2. Sanad no.2858, dated 03/05/2013, for Chalta No. 4(P) & 5 of P.T Sheet No. 12 of City Survey Panaji, issued by Office of the Additional Collector-II, North-Goa, District, Panaji-Goa, granting that full conversion to the **SAID LAND** for the purpose of residential use under Rule of Goa Daman and Diu Land Revenue ( Conversion of use of land and non- agricultural assessment ) Rule 1969.
3. Technical Clearance Order bearing Ref. no. GPPDA/478/PNJ/1085/2021, dated 17/02/2021, issued by the Office of the Greater Panaji Planning Department Authority, Panaji-Goa, granted Technical Clearance for the proposed construction of residential cum commercial building on the **SAID LAND**.
4. N.O.C. Ref.no. UHCP/DHS/NIC/2011-12/3512, dated.05/03/2012, issued by the Directorate of Health Services, Primary Health Centre, Panaji, Goa granting NOC for proposed construction of residential cum commercial building on the **SAID LAND**.

5. Construction License No. 402/1/CCP/ENG/24/Renewal-IV and Renewal-V/2021-2022/31 and Licence No. 403/1/CCP/ENG/CONST-LIC-05/Revised-1/2021-2022/32, both dated 22/10/2021, issued by the Corporation of City of Panaji- Goa granted, licence for construction of residential cum commercial building on the SAID LAND.

(E ) The PROMOTER has obtained the final layout plan approvals for the SAID PROJECT from Greater Panaji Planning Department, Patto, Panaji, Tiswadi Goa, Directorate of Health Services, Primary Health Centre, and Corporation of City of Panaji-Goa, the copies of which are collectively annexed hereto and marked as Annexure- A. The PROMOTER agrees and undertakes that he shall not make any changes of these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

(F) The PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(G) The PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawing of the SAID PROJECT and the PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the SAID PROJECT.

(H) The PROMOTER has registered the SAID PROJECT under the provisions of the Act with the Real Estate (Regulation and Development ) Act 2016, and the Rules and Regulations made there under with Real Estate Regulatory Authority at Goa, on \_\_, under Registration No.\_\_,authenticated copy of Registration Certificate is annexed at Annexure-B.



1.2 (i) The ALLOTTEE/Purchaser hereby agrees to purchase from the **PROMOTER/OWNER**, and the **PROMOTER/OWNER** hereby agrees to sell to the **ALLOTTEE** the shop/ flat no. \_\_\_\_\_, on \_\_\_\_\_ floor, \_\_\_\_\_ bedrooms. (herein after referred to as the "**SAID SHOP/ SAID FLAT**") having carpet area of \_\_\_\_\_sq. mts and (Total super built up area \_\_\_\_\_ Sq.mts) on the First floor and Car Parking outside building within compound reserved for domestic/residential car parking, (which shall be marked as \_\_\_\_\_, before possession ) as permissible under the applicable law and of proportionate share in the common area ("Common Areas") as defined under clause (n) of section 2 of the Act, which more particularly described in Schedule- B and the floor plan of the shop/flat is annexed hereto and marked in red coloured boundary line in Schedule- C.

(ii) **EXPLANATION** regarding super built up area-super built up area shall include (a) carpet area ( b ) built up area (c) undivided common areas of toilet, lift, passage, lobby, staircase etc. The **PROMOTER** shall have rights to sell only those terrace spaces wherever attached to respective apartments to respective flat holders only.

1.3 On demand from the ALLOTTEE, the **PROMOTER** has given inspection and copies to the ALLOTTEE of all the documents of title relating to the **SAID PROJECT** on the **SAID LAND** and the plans, designs and specifications prepared by the Promoter's Architect N. M Sardesai, and of such other documents as are specified under the provisions of the said Act and Rules and Regulations made thereunder and the ALLOTTEE has acknowledged the receipt of the same and is satisfied about the title of the **PROMOTER** to the **SAID PROJECT** on the **SAID LAND** and also satisfied about plan designs, specifications and has agreed to the recitals set out above.

1.4 The authenticated copies of the plans of the Layout as approved by the concerned competent authority have been annexed hereto at Annexure- C. The authenticated copies of the plans of the Layout as proposed by the **PROMOTER** which is the same as approved plan and according to which the construction of the **SAID PROJECT** and open spaces are proposed to be provided for the **SAID PROJECT** have been annexed hereto at Annexure- C.

1.5 The authenticated copy of specifications, fixtures and fittings of the **SAID Flat** has been mentioned in detailed at Annexure- D.



1.6 The PROMOTER has got all the approvals from the concerned local authority for the plans, the specifications, elevations, sections of the **SAID PROJECT** and of the building and shall obtain any other approvals from various authorities from time to time so as to obtain the Completion Certificate and Occupancy Certificate for the **SAID PROJECT**.

1.7 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

1.8 The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the **SAID PROJECT**.

1.9 The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by 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;

1.10 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 SAID FLAT/SHOP.

1.11 The Sub-Registrar of Ilhas, Tiswadi-Goa, has issued a Nil Encumbrance Certificates under two Certificates Nos. 1267 & 1268, both dated 27/09/2021, of the **SAID LAND**.

1.12 The Promoter's Advocate, Mr.Ninad G. Kamat, has issued a Legal Scrutiny Report and Title Certificate of the SAID LAND which is annexed hereto at,Annexure- E.

1.13 The PROMOTER has a clear, legal and marketable title to the **SAID LAND** and **SAID PROJECT** and is entitled to sell the SAID FLAT.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

## 1. TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the PROMOTER/OWNER agrees to sell to the ALLOTTEE, and the ALLOTTEE hereby agrees to purchase, the (SAID Flat ) as specified in para-1.

1.2 The Total price for the ( SAID FLAT) is Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (hereinafter referred to as the "Total Price") which price includes the cost of construction of the SAID FLAT and also the cost of incidence of the land proportionate to the super built-up area of the SAID FLAT.

### EXPLANATION :-

- (i) The Total price above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the SAID FLAT.
- (ii) The PROMOTER shall periodically intimate to the ALLOTTEE the amount payable as stated in (i) above and the ALLOTTEE shall make payment within 30 ( Thirty) days from the date of such written intimation. In addition, the PROMOTER shall provide to the ALLOTTEE the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.3 The Total price is escalation-free, save and except increases which the ALLOTTEE hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or, imposed by the competent authority from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE, for increase in development charges, cost/charges imposed by the competent authorities, the PROMOTER shall enclose the said notification/order/rule/ regulation to the effect along with the demand letter being issued to the ALLOTTEE which shall only be applicable on subsequent payment.

- i. The total consideration of above Flat/Shop is exclusive of stamp duty, registration charges, taxes consisting of tax paid or payable by the promoter by way of infrastructure tax, gst, cgst, cess or any other statutory taxes which may be levied, in connection with the construction of and carrying out the said project payable by the promoter or sale of the SAID FLAT up to the date of handing over the possession of the SAID FLAT.

1.4 The ALLOTTEE shall make the payment as per the payment plan set out in Schedule -D ("Mode of Payment Plan").

1.5 It is agreed that the PROMOTER shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the SAID FLAT, as the case may be, without the previous written consent of the ALLOTTEE provided that the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE, or such minor changes or alterations as per the provisions of the Act which is/are, permissible.

1.6 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 occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 Rules, from the date when such excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand that 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 meters agreed in Clause 1 (Terms ) of this Agreement.

1.7 Subject to clause 1 (Terms) the PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the (SAID FLAT) as mentioned below:

( I ) The ALLOTTEE shall have exclusive ownership of the ( SAID FLAT);



( II ) The ALLOTTEE, shall also have right to undivided proportionate share in the Common Areas. Since the share/ interest of ALLOTTEE in the common Areas is undivided and cannot be divided or separated, the ALLOTTEE shall use the common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them. Further, the right of the ALLOTTEE to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the PROMOTER shall convey undivided proportionate title in the common areas to the association/society of ALLOTTEES as provided in the Act.

( III ) That the computation of the price of the SAID FLAT includes the recovery of price of the land, construction of (not only the SAID FLAT but also) the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, and include cost for providing all other facilities as provided within the project.

1.8. It is made clear by the PROMOTER and the ALLOTTEE agrees that the (SAID FLAT) shall be treated as a single individual unit for all purposes. It is agreed that the project is an independent, self-contained project covering the SAID LAND and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of-Infrastructure for the benefit of the ALLOTTEE. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEE of the Project.

1.9. The PROMOTER agrees to pay all outgoings before transferring the physical possession of the SAID FLAT, to the ALLOTTEE, which it has collected from the ALLOTTEE, for the Payment of outgoing ( including land cost, ground rent, Corporation or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the PROMOTER fails to pay all or any of the outgoings collected by it from the ALLOTTEE or any liability, mortgage loan and interest thereon before transferring the SAID FLAT to the ALLOTTEE, the PROMOTER agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken in respect thereof by such authority or person.

1.10. The ALLOTTEE has paid a sum of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ Only) by cheque No. \_\_\_\_\_, dt. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ branch, as booking amount being part payment towards the total price of the SAID FLAT, at the time of Application dated \_\_\_\_\_, the receipt of which the PROMOTER hereby acknowledges and the ALLOTTEE hereby agrees to pay the remaining price of the Said FLAT, as prescribed in the payment plan as may be demanded by the PROMOTER within the time and in the manner specified therein; Provided that if the ALLOTTEE delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the PROMOTER abiding by the Construction milestones, the ALLOTTEE shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment Plan, as mentioned in **Schedule- D** through A/C, Payee Cheque, Demand Draft, Rtgs. or online payment (as applicable) in favour of **M/s Sinari Developers**, Account No. \_\_, IFSC Code- \_\_, payable at \_\_ Bank, \_\_ branch, Panaji-Goa, or any other Bank with prior permission of the Promoter.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and rules and regulations made thereunder or any statutory amendments (s) modifications(s) thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India, etc. and provided the Promoter, with such permission, approvals which would enable the promoter to fulfill its obligations under this Agreement. Any refund. Transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act. 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 It is understood that the PROMOTER accepts no responsibility in this regard and that the ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities, if any, under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment /remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

**4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The ALLOTTEE authorize/s the PROMOTER to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

**5. TIME IS OF THE ESSENCE :**

5.1. Time is of essence for the PROMOTER as well as the ALLOTTEE.

5.2 The PROMOTER shall abide by the time schedule for completing the project and handing over the (FLAT) to the ALLOTTEE and the common areas to the association/society of the ALLOTTEE after receiving the "occupancy certificate" or the completion certificate or both, as the case may be. Similarly, the ALLOTTEE shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in **SCHEDULE-D** ("Payment Plan")



## **6. CONSTRUCTION OF THE SAID PROJECT:**

The ALLOTTEE has read/seen the specifications of the (FLAT) and accepted the Payment Plan, floor plans, layout plans, ( annexed along with this Agreement) which have been approved by the competent authority, as represented by the promoter. The PROMOTER shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, The PROMOTER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the Corporation of City of Panaji /any other legal Authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the PROMOTER shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE SAID FLAT;**

**7.1 Schedule for possession of the SAID FLAT:** The PROMOTER agrees and understands that timely delivery of possession of the (SAID FLAT) is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the (SAID FLAT ) on or before 36 months , ( 3 years) from the date of issue of license for construction by Corporation of City of Panaji, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the **SAID PROJECT ("Force Majeure")**: If, however, the completion of the Project is delayed due to the Force Majeure conditions ,then the ALLOTTEE agrees that the PROMOTER shall be entitled to the extension of the time for delivery of possession of the (SAID FLAT). Provided that such **Force Majeure** conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEE agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund to the ALLOTTEE the entire amount received by the PROMOTER from the allotment within 45 days from that date. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he shall not have any rights, claims, etc, against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this agreement.

**7.2 PROCEDURE FOR TAKING POSSESSION** : The PROMOTER upon obtaining the "Occupancy Certificate" from the competent authority shall offer in writing the possession of the (SAID FLAT), to the ALLOTTEEs in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the PROMOTER shall give possession of the (SAID FLAT) to the ALLOTTEE. The PROMOTER agrees and undertake to indemnify, the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The ALLOTTEE, agrees to pay the maintenance charges as determined by the Promoter/association of ALLOTTEE, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 90, days of receiving the occupancy certificate of the SAID PROJECT.

Upon obtaining Occupancy Certificate the PROMOTER shall execute / get executed the Conveyance of the SAID FLAT along with undivided proportionate Share of land at the cost of the ALLOTTEE in the names of various ALLOTTEEs as applicable at the market rate prevailing thereon and exclusively to be decided by the promoter. Only in the event the ALLOTTEE is not interested in acquiring the (SAID FLAT) and upon receipt of such intimation from the ALLOTTEE, the PROMOTER shall be free to transfer the (SAID FLAT) to any other third party subject to payment of Transfer charges as applicable at the rate of Rs. 2000/- per sq. mtrs

**7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION:** of (FLAT) upon receiving a written intimation from the PROMOTER as per clause (7.2 ) above, the ALLOTTEE shall take possession of the (SAID FLAT), from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed, in this Agreement, and the PROMOTER shall give possession of the (SAID FLAT) to the Allotee. In case the ALLOTTEE fails to take possession within the time provided in clause above, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

**7.4. POSSESSION BY THE ALLOTTEE.**

After obtaining the "Occupancy certificate" and handing over physical possession of the (SAID FLAT) to the ALLOTTEE, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, including common areas, to the association of the ALLOTTEE or the competent authority, as the case may be, as per the local laws.

#### **7.5. CANCELLATION BY ALLOTTEE**

The ALLOTTEE shall have the right to cancel/withdraw his allotment in the project as provided in the Act: Provided that where the ALLOTTEE proposes to cancel/ withdraw from the project without any fault of the promoter, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within 45 days of such cancellation.

#### **7.6. COMPENSATION:**

(A) The Promoter shall compensate the ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under that Act and the claim for compensation under the section shall not be barred by limitation provided under any law for the time being in force.

(B) Except for occurrence of a Force Majeure event, if the PROMOTER fails to complete or its unable to give possession of the Shop/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEE, in case the ALLOTTEE wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the (SAID FLAT) with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the ALLOTTEE does not intend to withdraw from the project, the PROMOTER shall pay the ALLOTTEE interest at the rate specified in the Rules for every month of delay, Till the handing over of the possession of the (Said Flat).

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:

(i) The ( PROMOTER) has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the SAID LAND for the SAID PROJECT;



The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT;

(ii) There are no charges, claims or encumbrances upon the SAID LAND or the SAID PROJECT;

(iii) There are no litigations pending before any Court of law with respect to the SAID LAND, project or the (SAID FLAT);

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT, SAID LAND and (SAID FLAT) are valid and subsisting and have been obtained by following due process of law, further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws, in relation to the Project, SAID LAND, Building and SAID FLAT and common areas;

(v) 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's create herein may prejudicially be affected;

(vi) 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 SAID LAND, including the project and the (SAID FLAT) which will, in any manner, affect the rights of ALLOTTEE, under this agreement.

(vii) The PROMOTER confirms that the PROMOTER is not restrained in any manner whatsoever from selling the (SAID FLAT) to the ALLOTTEE in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the (SAID FLAT) to the ALLOTTEE and the common areas to the Association of the ALLOTTEE;

(ix) The SAID LAND is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the SAID LAND.

(x) The PROMOTER has duly paid and shall continue to pay and discharge all government 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 upto, to the date of obtaining occupancy certificate;

(xi) No notice from the Government or any other local body or authorities or any legislative enactment, government ordinance, order notification( including any notice for acquisition or requisition of the (SAID LAND) has been received by or served upon the PROMOTER in respect of the SAID LAND and /or the SAID PROJECT.

#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the PROMOTER shall be considered to have committed default, in the following events:

( I ) If the PROMOTER fails to provide ready to move in possession of the (SAID FLAT) to the ALLOTTEE within the time period specified.

For the purpose of this clause, ready to move in possession, shall mean that the apartment shall be in habitable condition which is complete in all respects;

( II ) Discontinuance of the Promoters business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made thereunder.

9.2 In case of Default by PROMOTER under the conditions listed above, the ALLOTTEE would be entitled to the following:

( I ) Stop making further payments to PROMOTER as demanded by the Promoter.If the ALLOTTEE stops making payments, the PROMOTER shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEE be required to make the next payment without any penal interest; or

( II )The ALLOTTEE shall have the option of terminating the Agreement in which case the PROMOTER shall be liable to refund the entire money paid by the ALLOTTEE under any head whatsoever towards the purchase of the SAID FLAT, along with interest at the rate specified in the rules within forty-five days of receiving the termination notice; Provided that where an ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the (SAID FLAT).

9.3 The ALLOTTEE shall be considered to have defaulted, on the occurrence of the following events:

( I ) In case the ALLOTTEE fails to make payments for 2 consecutive demand made by the PROMOTER as per the Payment Plan annexed hereto in Schedule-D, despite having been issued notice in that regard, the ALLOTTEE shall be liable to pay interest @ 18% per annum to the PROMOTER on the unpaid amount at the rate specified in the Rules.

( II ) In case any default by ALLOTTEE under the condition listed above continues for a period beyond 2 consecutive months after notice from the PROMOTER in this regard, the PROMOTER shall cancel the allotment of the (Shop/Flat) in favour of the ALLOTTEE and refund the amount money paid to him by the ALLOTTEE by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. CONVEYANCE OF THE SAID FLAT:

The promoter, on receipt of complete amount of the price / consideration of the (SAID FLAT) under the Agreement from the ALLOTTEE, shall execute a conveyance deed and convey the title of the SAID FLAT together with proportionate indivisible share in the Common Areas within 3 ( Three ) months from the issuance of the "Occupancy Certificate" However, in case the ALLOTTEE fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc, so demanded within the period mentioned in the demand letter, the ALLOTTEE authorizes the PROMOTER to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the PROMOTER is made by the ALLOTTEE. The ALLOTTEE shall be solely responsible and liable for compliance of the provisions of Indian Stamps Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authorities..

#### 11. MAINTENANCE OF THE SAID BUILDING FLAT PROJECT:

The PROMOTER shall be responsible to provide and maintain the essential services in the project till the taking over of the maintenance of the project by the association/society/company/entity of the ALLOTTEES upon the issuance of the completion certificate/occupancy certificate of the SAID PROJECT. The cost of such maintenance has been excluded in the Total Price of the (SAID FLAT)



11.1. SOCIETY/ENTITY/ASSOCIATION FOR MAINTENANCE OF 'SINARI APARTMENTS – II'.

- (A) The ALLOTTEE along with other ALLOTTEEs of Flat 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/maintenance or Association for becoming a member, or to join the existing Society already formed as a member/shareholder, as required by PROMOTER, including the bye-laws 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 organization of ALLOTTEEs. 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 maintenance society Ltd. as the case may be, or any other Competent Authority. Within 30 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the Apartment is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share ( i.e. in proportion to the super built up areas of the SAID FLAT ) of out-going in respect of the project land and building/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, security person, sweepers, lift and all expenses necessary and incidental to the management and maintenance of the Project land and buildings. Until the association of ALLOTTEE is formed and the maintenance of the said structure of the buildings or wings is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoing as may be determined.

- (B) The ALLOTTEE further agrees that till the ALLOTTEE's share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly contribution of Rs. 20/-(Twenty rupees only) Per square meter on Super built-up areas, per month, towards the outgoing and or, maintenance charges. The ALLOTTEE undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly by or 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/Builder/Owners to charge interest on the dues, in accordance with the terms and condition contained herein, maintenance charges include security guard salaries, lift AMC, common lights including staircases, parking's external lights bills, common water bills, water pumps, septic tank disposable, gardener cost & common area cleaning beyond these expenses.( Once the society/association is formed they shall decided the Monthly contribution per unit or per Square meter ( carpet areas or super-built-up areas ) for daily maintenance charges).
- (C) In, case of any major repairs or replacement, Society sinking funds fixed deposit interest will be used with the permission of the ALLOTTEEs, Until & after the exhaustion of this fund Society/Company/ Third party can charge for any repair replacement, maintenance or any other purpose on actual basis or advance for the said purposes or any other purposes.
- (D) The ALLOTTEE shall on or before delivery of possession of the said flat keep deposited with the promoter, the following amounts Rs.510/-, for share money, application entrance fee of the Society or limited ,association or maintenance society Ltd.or any other body.
- (E) The ALLOTTEE shall deposit Rs. 14,000/- ( Fourteen Thousand rupees only ), per Flat or per unit, non-refundable, for individual electricity departmental connection deposit and purchase of electric meters for electricity and other utility like water meter ,services connection charges etc.
- (F) The ALLOTTEE shall deposit Rs. 80,000/- (Rupees Eighty Thousand only) per flat or per unit, for non-refundable payments deposits towards installation of electrical, Transformer, Feeder Pillar, sub-station electric meter panels, electric poles, underground /overhead connections cables laying, Road cutting, connection of P.W.D water connection and road cutting etc, and all other approvals and miscellaneous charges etc.

(G) The ALLOTTEE shall deposit Rs.50,000/- ( Fifty Thousand Rupees only ), as corpus/Fixed society sinking fund towards maintenance deposit in Society Account.

(H) The ALLOTTEE shall bear additional costs, charges, levies, GST, Stamp Duty and registration charges as per the prevailing notification of Government of Goa and applicable rates at the time of Signing of the Agreement.

The flat ALLOTTEE/purchaser shall bear at present the Goods and Service Taxes @ 5 % on purchase value of the said flat or as applicable, which shall be paid periodically along with the installments, as per prevailing notification. The G.S.T. is subject to changes as per Government notifications. At present the Agreement of sale registration stamp duty is @ 2.9 % on the sale value of the flat. It is subject to change on Government notification.

(I) In addition to the above the ALLOTTEE shall also pay to the PROMOTER a sum of Rs. 20,000/- ( Twenty Thousand rupees only), for meeting all legal costs, typing/ printing cost and towards misc. expenses for preparation of present Agreement and also to complete formalities for execution, presentation, and registration of the present Agreement before the concerned Sub-Registrar, and towards charges and expenses, including professional cost of the legal practitioner of the PROMOTER in connection with formation of the said association /society or Maintenance society Ltd. etc. for preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance or Assignment or Sale.



## **12.DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the PROMOTER as per the agreement for sale relating to such development is brought to the notice of the PROMOTER within a period of 5 (five) years by the ALLOTTEES from the date of handing over possession, it shall be the duty of the PROMOTER to rectify such defects without further charges, within 30 (Thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved ALLOTTEE shall be entitled to receive appropriate compensation in the manner as provided under the Act. In case the ALLOTTEE carries out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the 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.

## **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :**

The ALLOTTEE hereby agrees to purchase the (SAID FLAT) on the specific understanding that his right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the association of ALLOTTEE (Or the maintenance agency, appointed by it) and performed by the ALLOTTEE of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of ALLOTTEE from time to time.

## **14. RIGHT TO ENTER THE SAID FLAT FOR REPAIRS:**

The Promoter/maintenance agency/association/entity of ALLOTTEES shall have rights of unrestricted access of all common areas, covered parking's and off-street parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the association/entity of ALLOTTEE and/ or, maintenance agency to enter into the (SAID FLAT) or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or in case required for any other purpose.

#### **15. USAGE :-**

Services Areas: The service areas, if any, as located within the project :“SINARI APARTMENTS-II”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment's etc and other permitted uses as per sanctioned plans. The ALLOTTEE shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association ??of ALLOTTEE formed by the ALLOTTEE for rendering maintenance services.

#### **16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

Subject to Clause 12 above, the ALLOTTEE shall, after taking possession, be solely responsible to maintain the (SAID FLAT) at his own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the Building, or the (SAID FLAT), or the staircase, electric meter panels, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the (SAID FLAT) and keep the SAID FLAT ), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged jeopardized. The ALLOTTEE further undertakes, assures and guarantees that he would not put any sign-board/ name-plate, neon light, publicity materials or advertisement materials etc, on the face/façade of the Building or anywhere on the exterior of the project, buildings therein or Common Areas. The ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes in the exterior elevation or design. Further the ALLOTTEE shall not store any hazardous or combustible goods in the (SAID FLAT ) or place any heavy materials in the common passages or staircase of the building. The ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of the (SAID FLAT). The ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical system installed by the PROMOTER and thereafter the association of ALLOTTEE and /or maintenance agency appointed by association of ALLOTTEE. The ALLOTTEE shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE:**

The ALLOTTEE is entering into this Agreement for the Allotment of (SAID FLAT ) with the full knowledge of all laws, rules, regulations, notifications, applicable to the Project in general and this project in particular. The ALLOTTEE hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the (SAID FLAT ), all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the(SAID FLAT )at his own cost.

**18. ADDITIONAL CONSTRUCTION:**

The PROMOTER undertakes that it has no right to make additional or to put up additional structures anywhere in the project after the building plan has been approved by the competent authorities except as provided for in the Act.

However, it is expressly agreed and understood by and between the parties hereto, that in case the PROMOTER purchases any plot adjoining the said Land used for the Project, for the purpose of carrying out more of his development, the ALLOTTEE shall have no objection for the amalgamation of such adjoining plot with the said Land, and shall have no claims in or to the said adjoining plot, the development carried out therein, nor to any benefits connected with the said adjoining plot of Land at any time in future. The ALLOTTEE also agrees and undertakes not to cause any obstruction nor to raise any objection to the PROMOTER carrying out development in said adjoining Plot which may be amalgamated with said land. It is expressly agreed and declared by the ALLOTTEE that the ALLOTTEE shall have no objection for the amalgamation of the said Land with the Chalta No. 4A of P.T Sheet No. 12 of City Survey of Panaji at anytime in the future at the discretion of the Promoter for the purpose of convenience, further development, or otherwise, as the case may be, and the ALLOTTEE undertakes not to claim any rights beyond the said land in such a case.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the(SAID FLAT ) and if any such mortgage or charge is made or create 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 FLAT ).



## **20. APARTMENT OWNERSHIP ACT ( OF THE RELEVANT STATE)**

The PROMOTER has assured the ALLOTTEEs that the project in its entirety is in accordance with the provisions of the State of Goa Apartment Ownership Act). The PROMOTER showing compliance of various laws/regulations as applicable in State of Goa.

## **21. 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 fails to execute and deliver to the PROMOTER this Agreement within 30 (Thirty) days from the date of its receipt by the ALLOTTEE and /or appear before the -sub-registrar for its registration as and when intimated by the promoter, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 30 (thirty) 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.

## **22. ENTIRE AGREEMENT :-**

This Agreement along with its schedules, Annexure 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, arrangement whether written or oral, if any, between the parties in regard to the(SAID FLAT ), as the case may be.

## **23. RIGHT TO AMEND :-**

This Agreement may only be amended through written consent of the parties, however shall be subject to signing and executing an Agreement of Rectification/Amendment and which shall be registered before the Sub-Registrar concerned and shall form a part and parcel of the present Agreement.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE :**

It is clearly understood and so agreed by an between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent ALLOTTEE of the (SAID FLAT), in case of a transfer, as the said obligations/liabilities go along with the(SAID FLAT ) for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by

the ALLOTTEE that exercise of discretion by the PROMOTER in the case of one ALLOTTEE shall not be construed to be precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEES.

25.2 Failure on the part of the PROMOTER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

**27. 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 in project, the same shall be the proportion which the carpet area of the (SAID FLAT ) bears to the total build ?carpet area of all the(SAID FLAT ) in the Project.

## **28. FURTHER ASSURANCES :**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **29. PLACE OF EXECUTION :**

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the Promoter's office or at some other place, which may be mutually agreed between the PROMOTER and the Allottee. After the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-registrar. Hence this Agreement shall be deemed to have been executed at :

**'M/s SINARI DEVELOPERS'**

**Shop No. 4, Meenakshi Building, Dr. A. B Road, Near  
EDC House, Panaji-Goa**

## **30. NOTICES :-**

That all notices to be served to 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 at their respective addresses specified below :-

### **PROMOTER :**

**Office Address:-**

**'M/s SINARI DEVELOPERS'**

**Shop No. 4, Meenakshi Building, Dr. A. B Road, Near  
EDC House, Panaji-Goa**

**Email :**

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### **ALLOTTEE:**

**Address :-** \_\_\_\_\_ House no. \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_ Goa.

**Cell: email :**

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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 of the ALLOTTEE, as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are joint ALLOTTEES all communications, shall be sent by the PROMOTER to the ALLOTTEES whose name appears first and at the address given by him/her/they, which shall be for all intents, and purposes considered as properly served on all the ALLOTTEES.

**32. 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/ State of Goa for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion within a time frame of one month, failing which the same shall be settled through the adjudicating officer appointed under the Act. The parties to this Agreement shall be entitled to specific performance of each and every term and condition of this agreement independently and without reference to each other as against the defaulting party.

**34. IN GENERAL:**

( a )The PROMOTER and ALLOTTEE, does not belong to the Schedule Caste or Schedule Tribe as notified by the Govt. of Goa under Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

( b ) The possession of the said flat has not yet been given to the ALLOTTEE.

( c ) For the purpose of stamp duty ,the value of this sale is declare at Rs. -----/-  
( Rupees -----  
----- only ).Accordingly the present Agreement of sale is stamped with the duty of Rs.----  
---,-/- which is 2.9 % of the sale value.

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

**SCHEDULE-I**

**DESCRIPTION OF THE LARGER PROPERTY;**

ALL THAT LARGER PROPERTY known as "CASA DE MORADA SOBRADADA COM SEU PATEU QUINTAL E HORTA", situated at Ribandar, Tiswadi Goa, within the jurisdiction of Corporation of City of Panaji, described in the Land Registration Office of Ilhas under No. 516 at page 80 of Book B-7 (old) and enrolled under Matriz No. 348 of Taluka Revenue Office of Tiswadi, and presently surveyed in the City Survey of Panaji, under Chalta Nos. 4, 4A, 5 and 7 of P. T. Sheet No.12, admeasuring a consolidated area of 2839 sq.mts.

The Said Larger property is bounded as under : .

North : by the Public Road;

South : by the properties bearing Chalta Nos. 74 & 75 of P. T Sheet No. 12.

East : by the properties bearing Chalta Nos. 2 & 3 of P. T Sheet No. 12.

West : by the Chalta Nos. 58 and 59-A of P. T Sheet No. 12.

**SCHEDULE 'A'**  
**(DESCRIPTION OF THE SAID LAND)**

ALL THAT SAID LAND bearing Chalta Nos. 4 and 5 of P.T Sheet No. 12, admeasuring an area of 766 sq. mts. and 42 sq. mts respectively, and conjointly admeasuring 808 sq.mts, being part of the larger property as more particularly described hereinabove with a Dattatreya Temple existing in Chalta No. 4.

The Said Land is bounded as under :

North : by the Public Road;

South : by the remaining part of said larger property bearing Chalta No. 4A of P. T Sheet No. 12.

East : by the remaining part of said larger property bearing Chalta No. 4A of P. T Sheet No. 12.

West : by the Chalta Nos. 58, 59-A and by the remaining part of said larger property bearing Chalta No. 4A, all of P. T Sheet No. 12.

**(DESCRIPTION OF THE SAID SHOP/FLAT**  
**HEREBY AGREED TO BE SOLD )**

ALL THAT FLAT / SHOP no. \_\_\_\_\_, \_\_\_\_\_ bedrooms, admeasuring carpet area of. \_\_\_\_\_ Sq. mts. and total super built-up area admeasuring shall be of \_\_\_\_\_ sq.mts, or thereabout, located on \_\_\_\_\_ floor, having reserved car parking no \_\_\_\_\_ off-street within the compound area in the said Project known as "SINARI APARTMENTS-II", to be constructed, on the SAID LAND more particularly described in Schedule-A, above, along with proportionate corresponding undivided share in SAID LAND, clearly shown in the plan annexed herein Annexure-C.

**SCHEDULE-C**

Approved Floor Plan of the Flat / Shop.



## SCHEDULE -D

### MODE OF PAYMENT PLAN

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 that Promoter the balance amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) in the following manner :

- i. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stairs of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. \_\_\_\_\_/- (\_\_\_\_\_) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (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 building or wing in which the said Apartment is located..
- vii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

### ANNEXURE-A

(List of Approvals and Licenses.)

1. Order / Development Permission issued by Greater Panaji Planning & Development Authority under reference no. GPPDA/478/PNJ/1085/2021 dt. 17/02/2021 with approved plans.
2. N.O.C. from Health Officer, Urban Health Centre, Panaji under Ref. No. UHCP/DHS/NOC/2011-12 dt. 05/03/2012.
3. Construction License No. 402/1/CCP/ENG/24/Renewal-IV and Renewal-V/2021-2022/31 and Licence No. 403/1/CCP/ENG/CONST-LIC-05/Revised-I/2021-2022/32, both dated 22/10/2021, issued by the Corporation of City of Panaji- Goa
4. Sanad dt. 03/05/2013, bearing No. RB/CNV/BAR/COLL/05/2013 issued by Collector of North Goa, alongwith plan.

### ANNEXURE-B

Project Registration Certificate under RERA.

### ANNEXURE-C

Approved layout plan.

### ANNEXURE-D

(Specification of said Flat)

1. STRUCTURE: The building shall be ground plus four floors, with RCC frame structures using Indian Standard cement, as per approved plan by the authorities.
2. MASONARY: 20/23/30 cms laterite / block/ bricks masonry for external walls and laterite kurchi/single bricks masonry with Re-inforced concrete pattili at every meter height for internal partition walls.
3. PLASTER: All external surface will be double coat sand faced cement plaster and internal single coat cement plaster.
4. PAINTING: External walls will be weather protective Apex paints or equivalent brand and all internal walls will be double coat emulsion or plastic of Asian/tractor brand coloured paint. All ceiling will be white colour paint.
5. FLOORING: Vitrified flooring and skirting in all rooms. Anti skid flooring for toilets. Toilet and Bathroom will have coloured glazed tiles upto full height, Johnson & Jonson or equivalent brand selection will be done by builder. Shops shall have vitrified floorings.

6. KITCHEN PLATFORM: Granite platform with stainless steel sink of Nirali / Cera / jaguar make or any other branded make and Glazed tiles wall cladding two feet above platform.

7. DOORS/WINDOWS AND FRAMES: All doors frames shall be of matti/sal wood. Main door will be teakwood of 35mm thick, paneled with 3 coat of French polish, main door will be provided with night latch, mortice lock with brass handle, tower bolt, door stopper, magic eye and ledge outside. All internal doors will be moulded or flush doors with Euro/godrej lock, steel hinges with brass/steel fittings. All toilet / bathroom doors & frames will be of fiber/ Sintex. French shutters in teakwood with marine ply. inserted panels at bottom and on top fixed in plain glass. French panels shall be outside and inside French polish.

**Shop:-** All shops shall have full height openable rolling shutter in the front.

8. PLUMBING & SANITARY INSTALLATIONS: Indian or European WC in bathroom shower point with hot and cold system. Geyser point and one tap ( 2x1) with hand poset, one washbasin in all bathroom. In kitchen one tap for sink and one tap point for water filter, (One provision with tap for washing machine in kitchen verandah). Jaquar/cera or ARK brand or with equivalent quality of fitting will be selected by the builder. Soil, waste and water pipe will be partially concealed. All sanitary installation will be in accordance with Govt. Authority approval. Toilet waste will be brought in common underground drainage with require inspection chambers and traps to be connected to common soakpit and septic tank of designed dimension. One common underground sump will be fitted with water pump to carry the water of P.W.D. to the common sintex overhead tank for Consuming purpose connecting kitchen room, and the rest shall be connected to the Well water, to the separate sintex overhead tank with separate pump, to be supplied to the entire building flats washrooms. Shops will have as per approved plan common washroom with basin on ground floor.

9. WATERPROOFING & ROOFING : All slabs will be waterproof using waterproofing chemical and sloping slabs will be provided with Mangalore tiles or red colourpatra on top of roof or any other option.

10. ELECTRICAL INSTALLATIONS: All wiring will be ISI marked concealed copper wires of finolex / polycab or equivalent brand. All fixtures/Switches shall be modular of reputed commercial brand selected by the builder. All units will be given individual three phase electric meter.

point in either bedroom, 1 verendha light point and any one bedroom shall have provision for inverter light point.

Individual specifications as mentioned in **Annexure E** will be provided:

(1) **IN GENERAL**: If the owner/purchaser request any additional light point or any other additional works of any kinds besides agreement, he/she shall be charged the current market prevailing rates, for any additional works the ALLOTTEE/purchaser have to give in writing and pay in advance fixed by the Promoter/Builder. But once if the plastering and Putty work is undertaken no alteration or any other types of work shall be allowed so as to avoid cracks and damages.



The Promoter/Builder will assist the ALLOTTEE/purchaser to get the electricity connection from respective Govt. departments by submitting Files in respective departments.

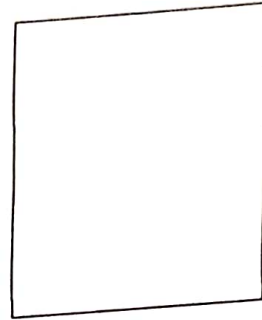
- Grills will be pre-approved by Builder and will be of one universal design at cost of Allottees. However, no grills will be allowed on front facade balconies.
- External/ Internal changes post O.C will not be allowed.
- No covering of balconies will be allowed by the Allottees.

**ANNEXURE – E**  
**(ELECTRICAL SPECIFICATIONS – PREMISES-WISE)**

ANNEXURE-F.

Legal scrutiny report and Title certificate issued by Adv. Ninad G. Kamat.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED " **PROMOTER/OWNER**"  
"M/s. SINARI DEVELOPERS"  
(THROUGH ITS PARTNER)



.....  
( Mr. DINESH D. SINARI )

L.H.F.P R.H.F.P

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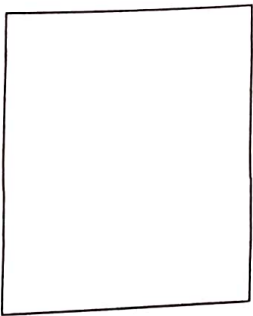
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SIGNED AND DELIVERED BY THE  
WITHIN NAMED “ ALLOTTEE/PURCHASER

.....

( Mr. \_\_\_\_\_ )



L.H.F.P R.H.F.P

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**WITNESSES:-**

1. Name :- ..... Signature.....

Address .....  
.....

2. Name :-..... Signature.....

Address .....  
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