

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at, Goa on this ____day of the month of of the Christian year Two Thousand and Nineteen i.e. (___/____/2019).

BETWEEN

....., registered Firm having its office at, represented by its sole proprietor Mr., agedyears, son of Shri., holder of Pan Card bearing no., Aadhar Card No., resident ofGoa, Hereinafter referred to as the **“OWNER/BUILDER/VENDOR”** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, successors, legal representatives and assigns) of the FIRST PART.

AND

MR., son of Mr., ageyears, married/unmarried, Occupation....., Holder of PAN Card No., Holder of Aadhar Card No. Indian National, and resident of Goa, Hereinafter referred to as the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/their legal heirs, successors, legal representatives and assigns) of the SECOND PART.

WHEREAS there exists a property known as “.....”situated at, admeasuring sq. mts., described in the land registration office atGoa, under No.....at pages reverse of Book new and enrolled in the Matriz under No....., which, now surveyed under no. of Village Goa, which property is more particularly described in **Schedule I** mentioned herein below and marked in red color in the plan annexed herewith and shall hereafter referred to as the **SAID PROPERTY**.

Complete Recital of title

.....

AND WHEREAS the OWNER/BUILDER/VENDOR proposed construction of a residential scheme by construction of flats on the Said Property in the name and style of

AND WHEREAS the Said Property is issued with Sanad by the Goa dated

AND WHEREAS Authority has issued Development Permission dated Goa.

AND WHEREAS Directorate of Goa has issued NOC vide No., dated

AND WHEREAS Village Panchayat of Goa has issued Construction License dated at Ref. No.....

AND WHEREAS OWNER/BUILDER/VENDOR has registered the project under the provisions of the Real Estate(Regulations and Development) Act, 2016 and rules framed thereunder, with Real Estate Regulatory Authority at Panaji Goa under No.

AND WHEREAS the OWNER/BUILDER/VENDOR has appointed as Structural Engineer for the preparation of the structural design and drawings of the buildings and the OWNER/BUILDER/VENDOR accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

AND WHEREAS PURCHASER approached the OWNER/BUILDER/VENDOR and expressed his/her desire to purchase a flat in the said residential building.

AND WHEREAS, the OWNER/BUILDER/VENDOR represented and covenanted unto the PURCHASER as follows, viz.

- a) That the OWNER/BUILDER/VENDOR are in exclusive and peaceful possession of the SAID PROPERTY.
- b) That no person(s) other than the OWNER/BUILDER/VENDOR have any right, title and/or interest in the SAID PROPERTY.
- c) That the OWNER/BUILDER/VENDOR have an absolute right to dispose and/or sell or enter into Agreements in respect to the flats being constructed on the SAID PROPERTY, and/or deal with it in any manner whatsoever.
- d) That the OWNER/BUILDER/VENDOR have a clear and marketable title to the SAID PROPERTY.
- e) That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the SAID PROPERTY, and/or any part thereof.
- f) That there is no legal bar or impediment to enter into Agreements, Sale Deeds with respect to the flats being constructed on the SAID PROPERTY, and that the SAID PROPERTY is free from encumbrances, liens and/or charges.
- g) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PROPERTY, nor any part thereof.
- h) That neither the SAID PROPERTY nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.

- i) That neither the SAID PROPERTY nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- j) That the Vendors/Owners have not entered into any agreement, understanding and or arrangement for sale, development and or disposal or otherwise howsoever with any other party in respect of the said plot and or part thereof.
- k) That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PROPERTY or any part thereof.
- l) That there is a proper access/road required as per law for carrying out Construction on the SAID PROPERTY.

AND WHEREAS, the PURCHASER relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, has agreed to purchase a Flat No....., situated on theFloor of the building known as “.....”, having super built-up area of sq.mtrs., built up area of..... sq.mts. and sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the SAID PROPERTY, within the limits of Village Panchayat of Goa, situated in the village of Taleigoa Goa. The above Flat No....., alongwith the allotted Stilt parking bearing parking No., is more particularly described in Schedule-II, being constructed on the SAID PROPERTY more particularly described in the Schedule-I, which shall be completed in all respect as per the specifications hereto annexed in Schedule-III, alongwith the proportionate undivided right and share in the SAID PROPERTY, and the SAID FLAT No.....shall consists ofbedroom, kitchen, living room, toilet cum bathroom, which SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto for a total consideration price of Rs...../-(Rupees Only), being its market value, which Flat shall hereinafter for the sake of brevity will be referred to as the **“SAID FLAT”**.

AND WHEREAS at the request of the PURCHASER, the OWNER/BUILDER/VENDOR has given inspection and copies to the PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architect of the OWNER/BUILDER/VENDOR and of such other documents as are specified under the Real Estate(Regulations and Development) Act, 2016 and rules framed thereunder and PURCHASER has verified all the documents to his /her fullest satisfaction.

AND WHEREAS the OWNER/BUILDER/VENDOR have offered to sell the SAID FLAT with the allotted stilt parking bearing parking No., alongwith the proportionate undivided right and share in the SAID PROPERTY to the PURCHASER and the PURCHASER has, relying on the representations and covenants hereinabove stated, agreed to purchase the SAID FLAT with the allotted Stilt parking bearing parking No., alongwith the proportionate undivided right and share in the SAID PROPERTY and parties hereto have now agreed to execute the present Agreement for Sale.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED

BETWEEN THE PARTIES HERETO AS FOLLOW:

1. The OWNER/BUILDER/VENDOR hereby agrees to sell to the PURCHASER the SAID FLAT bearing Flat No....., i.e. the SAID FLAT described in **schedule- II**, having super built-up area of sq.mtrs., sq. mts. of built up area and sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the SAID PLOT, with allotted stilt parking No., hereunder written and delineated on the plan hereto annexed and marked thereon with red colour for a total consideration of **Rs...../-(Rupees Only)**. Accordingly, the PURCHASER has paid a sum of Rs...../-(Rupees only) in favour of the OWNER/BUILDER/VENDOR vide Cheque No....., dated..... Drawn on Bank, Goa, as earnest advance money, the receipt of which all the OWNER/BUILDER/VENDOR hereinabove do hereby admit and acknowledge.
2. The PURCHASER further agrees and undertakes to pay to the OWNER/BUILDER/VENDOR, the balance amount of Rs...../-(Rupees Only) in the manner as set out in **Schedule-IV** hereto.
3. It is agreed by and between the parties that the Top Terrace of the Said Residential Building is not for common use. The said top terrace is made available by the OWNER/BUILDER/VENDOR to the PURCHASER of Top Floor Flats (i.e.,, &) exclusively for maintenance purpose, for maintenance to be done by Maintenance Department of Rajdeep Builders/ Maintenance Society to be formed with respect to the Said Building.
4. It is specifically agreed and understood that on making the payment by the PURCHASER to the OWNER/BUILDER/VENDOR as per **Schedule-IV**, the OWNER/BUILDER/VENDOR shall complete the construction of the SAID FLAT and hand over to the PURCHASER peaceful vacant possession of the SAID FLAT on or before 31.08.2024.

Any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments or if the delay has been occasioned by any Act of God, Force Majeure Causes, restrained order from any Appropriate Authority or Judicial Body; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the OWNER/BUILDER/VENDOR, shall NOT be attributable to the OWNER/BUILDER/VENDOR and delay caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion of construction of the project.

5. The OWNER/BUILDER/VENDOR shall intimate to the PURCHASER immediately upon any payments falling due and payable by the PURCHASER. It shall be enough if such intimation or any other correspondence is posted by Registered Post A.D. at the following address of the PURCHASER.

ADDRESS OF THE PURCHASER

MS.

Resident of,,
..... Goa

Within 30 (thirty) days of this receipt of such intimation or refusal thereof by the Post office for any reasons, the PURCHASER shall pay to the OWNER/BUILDER/VENDOR the full amount which has fallen so due and payable.

In case of default in payment by the PURCHASER, or in case of any reason, if the PURCHASER wish to terminate the present agreement, the OWNER/BUILDER/VENDOR shall rescind or terminate the present agreement, in which case part payment which is received from the PURCHASER shall be refunded to him without any interest thereon after deducting% of the entire amount received by the OWNER/BUILDER/VENDOR. It is further made clear that the part payment received till the date of termination shall be refunded excluding GST amount and such other taxes collected and paid to the Government.

However, the OWNER/BUILDER/VENDOR may in their absolute discretion exercise an option of not terminating the agreement as aforesaid and instead allowing such further time to the PURCHASER to make payments as deemed proper by them and charging interest on such instalment amount/s outstanding at the rate of% p.a.

6. Upon completion of the construction of the SAID FLAT the OWNER/BUILDER/VENDOR shall inform the PURCHASER about the same and the PURCHASER shall within 1 (one) month of the receipt of such intimation, take possession of the SAID FLAT.

7. In case the PURCHASER is desirous of carrying out any additions, alterations or changes of the SAID FLAT, they shall intimate to the OWNER/BUILDER/VENDOR about the same before foundation of the project and if the OWNER/BUILDER/VENDOR agrees for the same, the OWNER/BUILDER/VENDOR shall carry out such works provided the PURCHASER pays the extra cost in respect thereof as per the rates quoted by the OWNER/BUILDER/VENDOR and in advance.

8. The PURCHASER do hereby expressly consent/s to any change/alterations if necessary, at the instance of competent Authority, Architect, Engineer or for the purpose of better planning or due to technical reasons and the OWNER/BUILDER/VENDOR shall not be required to take any further permission of the PURCHASER for the same and this provision shall be considered as a consent in writing from the PURCHASER as is required by the law.

9. MAINTENANCE

THE OWNER/BUILDER/VENDOR shall maintain said project for the consecutive period ofyears from the date of issue of Occupancy Certificate by Village Goa, subject to below mentioned terms and conditions:-

(a) The PURCHASER shall be bound to deposit with the OWNER/BUILDER/VENDOR a sum of Rs...../- (Rupees Lakhs Only) towards the SAID Flat, on issue of Occupancy Certificate by VillageGoa. The aforesaid amount of Rs...../- (RupeesLakhs Only) shall be towards being towards maintenance of common areas of the building namely Gymnasium, Club House, Staircase, Lobby, Lifts, Service Areas, Stilt Parking's, Water Tanks, Water pumps, Garden, External Paintings, providing of security service for the said project. If at the time of handing over of possession, there is increase in the cost of maintenance, in such case maintenance amount may vary accordingly and PURCHASER shall abide by the same and will have to pay the amount accordingly. The PURCHASER undertakes and binds to provide full co-operation to the OWNER/BUILDER/VENDOR while undertaking maintenance of the common areas so much so that the PURCHASER shall allow the OWNER/BUILDER/VENDOR and or his agents, servants, managers etc., to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the OWNER/BUILDER/VENDOR.

(b) Upon completion of term of five years as stipulated above respective PURCHASER shall be able to exercise two options: First whether to continue with the maintenance services as provided by the OWNER/BUILDER/VENDOR for further period of five years and Second whether to take over further maintenance services of the OWNER/BUILDER/VENDOR. If the PURCHASER chose to exercise First option of continuing with maintenance services then PURCHASER shall execute separate Maintenance Agreement with the OWNER/BUILDER/VENDOR for period of further Five Years from the date of expiry of first Five Years period. If the PURCHASER chose to exercise Second option of taking over further maintenance services of the BUILDER/DEVELOPER then the OWNER/BUILDER/VENDOR shall refund to the maintenance society a sum of Rs...../- (Rupees Lakhs Only) collected from each flat owner without any interest thereon.

(c) The PURCHASER hereby bounds and undertakes to support the decision of the majority of the FLAT OWNERS in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The OWNER/BUILDER/VENDOR shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the Maintenance Society of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Flat Owners or in case of non-co-operation by the Flat Owners in any respect and in such event deposit of sum Rs...../- (RupeesLakhs Only) collected from each flat owner shall be refunded to

Maintenance Society without any interest thereon which shall be formed by the OWNER/BUILDER/VENDOR.

(e) That on completion of years of providing Maintenance Services by the OWNER/BUILDER/VENDOR, above amount of Rs./- (Rupees Six Lakhs Only) collected from each Flat Owners shall become non-refundable.

(f) That Life time maintenance period with respect to amenities and services provided by the OWNER/BUILDER/VENDOR shall be years.

10. SINKING FUND

The PURCHASER shall pay an additional amount at the rate of Rs...../- per sq.mts per month with respect to the said flat which shall be collected from the PURCHASER annually being the amount towards sinking fund which amount shall be set off for any future emergencies like repair of Generator, repair of lift, repair of building terrace, repair of sewage line and such other major repairs and including repair of whole building. In case if the OWNER/BUILDER/VENDOR decides to hand over the entire responsibility of the building to the Society, OWNER/BUILDER/VENDOR shall form the Society and balance amount, if any, of the sinking fund shall be handed over to the said Society.

11. WARRANTY

The OWNER/BUILDER/VENDOR shall provide Five Years Warranty on equipments provided from the date of issue of Occupancy Certificate by Village Panchayat of, for SAID FLAT, which will be described more fully in separate warranty card/letter head, provided to the PURCHASER at the time of handing over of possession of SAID FLAT of the building on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party, however any third party may approach the OWNER/BUILDER/VENDOR for availing such Warranty on such terms and conditions as will be set out by the OWNER/BUILDER/VENDOR. The total Warranty period provided by the OWNER/BUILDER/VENDOR shall not extend beyond the five years from the date on issuing of Occupancy Certificate from the Village Panchayat of

12. FORMATION OF ENTITY

(a) THE PURCHASERS or the person to whom the SAID FLAT is let, sub-let, transferred, assigned or given possession of shall be governed, observed and complied with all bye laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

(b) THE PURCHASER hereby agrees and undertakes to be a member of ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all application for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY "Maintenance Society" in the name of Project name and to the

OWNER/BUILDER/VENDOR the same within 10(ten) days of the same being intimated by the OWNER/BUILDER/VENDOR to THE PURCHASER.

(c) No objection shall be taken by THE PURCHASER if any changes or modifications are made in the byelaws or rules and regulations framed by the entity as may be required by any competent authority.

(d) THE PURCHASER shall be bound to sign all Deeds, papers and documents from time to time for safeguarding the interest of the OWNER/BUILDER/VENDOR and of the other flats in “.....”.

(e) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as all the necessary Deeds/Deeds of Conveyance shall be prepared by the Advocate of the OWNER/BUILDER/VENDOR.

(f) All costs, charges, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of the deed of conveyance or for the formation of the ENTITY shall be borne by all the FLAT OWNERS in such proportions as may be divided by THE OWNER/BUILDER/VENDOR or the ENTITY.

13. CHANGES

THE PURCHASER shall NOT, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the OWNER/BUILDER/VENDOR. The PURCHASER shall also not be entitled to make any external changes to the flat purchased, that will affect the uniformities of the building with respect to its look, colour, grills etc. If the PURCHASER violates this provision then the cost of restoration shall be paid by the PURCHASER to the OWNER/BUILDER/VENDOR.

14. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

15. The PURCHASER shall bear and pay all the costs towards, stamp papers and registration charges and GST and other incidental costs and expenses for the purpose of the conveyance to be made in favour of the PURCHASER. However, the PURCHASER shall be entitled to get the conveyance drafted through advocate at the exclusive cost and expense of the PURCHASER.

16. The address mentioned hereinabove are complete addresses of the parties and shall be deemed notice to either party for correspondence sent by registered post with acknowledgement due at the address mentioned in the cause title.

17. The time is of absolute essence of this agreement and the OWNER/BUILDER/VENDOR agrees to handover the possession of the SAID FLAT on or before 31.08.2024 provided if there is any delay in granting water connection, electricity connection, issuance of Occupancy Certificate by the Concerned Authorities or if the delay has been occasioned by any Act of God, Force Majeure

Causes, restrained order from any Appropriate Authority or Judicial Body; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the OWNER/BUILDER/VENDOR, such delay shall not be attributable to the OWNER/BUILDER/VENDOR and period of stoppage of work due to aforesaid reasons shall be excluded from the time period stipulated above for handing over possession of the said flat to the PURCHASER.

18. The OWNER/BUILDER/VENDOR shall hand over possession to the PURCHASER and shall execute Sale Deed in favour of the PURCHASER on receipt of Occupancy Certificate and upon receipt of the total consideration amount from the PURCHASER, together with the Maintenance amount and the GST amount payable to the Government.

19. That PURCHASER hereby agrees and Covenant that on taking possession of the Said Flat the PURCHASER shall abide by the following terms and conditions:

- a. The PURCHASER shall use SAID FLAT only for residential purpose or for any purpose which is permissible in terms of the prevailing laws as may be applicable.
- b. The PURCHASER agrees that no pets or any type of animals will be allowed to keep in the vicinity of the building/s or in the SAID FLAT constructed on said project “.....”.
- c. Not to use SAID FLAT for any illegal or immoral purpose.
- d. Not to cause hindrance and nuisance to the owners and occupiers of the neighboring Flats.
- e. Not to throw any dirt, rubbish, rags or any other refuse in the compound of the building of any portion or part of the Said Property of land so as to cause nuisance to the owners and occupiers of the neighboring Flats.
- f. Not to store any hazardous or combustible goods in the SAID FLAT.
- g. Shall assist and not object to the formation of Maintenance Society or Entity of the building for the proper maintenance and up keeping of the said building.
- h. To adhere to all rules, Regulations and Resolutions of the society or body formed.
- i. Not to park car in the parking slot other than the one allotted to him.
- j. Not to park visitors’ cars in the parking slots allotted to other flat owners.
- k. The PURCHASER shall under no circumstances, carryout any structural alterations in or to the Said Flat.
- l. The PURCHASER shall under no circumstances block the open spaces, common areas, passages and staircases in the said building. Likewise, the internal access roads in the said building scheme shall always be kept open and unobstructed.
- m. To pay the house tax and electricity bill with respect to the said flat from the date of possession.

20. The PURCHASER shall not at any time ask for Partition and/or division of the undivided share in the said property and shall enjoy and possess the undivided share in the Said Property

corresponding to the SAID FLAT. The PURCHASER shall not claim or demand any right over the spaces or areas adjacent to the SAID FLAT and such extra spaces and areas shall always be the property of the OWNER/BUILDER/VENDOR.

21. That PURCHASER hereby agrees and confirms that any additional FAR that may accrue in future with respect to the Said Plot, the OWNER/BUILDER/VENDOR shall bear all the cost towards approvals, permissions and construction cost of the additional construction and shall utilize the additional FAR and construct any upper floor, over and above the building and the PURCHASER hereby irrevocably accords a No Objection to the same.

22. That the Confirming Party do hereby confirms to the terms and condition of the present Agreement for sale.

23. Both the parties are entitled for specific performance of this agreement.

24. Any dispute between the parties shall be tried to settled amicably by the parties. In case of failure to settle the disputes amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules and regulations framed thereunder.

25. 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 of the State of Goa will have the jurisdiction for this Agreement.

26. The possession of the SAID FLAT bearing No..... has not been handed over to the PURCHASER and shall be handed over on obtaining occupancy certificate at the time of execution of Deed of Sale with respect to the said flat, however, on payment of total consideration amount by the purchaser to the OWNER/BUILDER/VENDOR, together with Maintenance amount and the GST amount payable to the Government. market value of the SAID FLAT is Rs...../- (RupeesOnly) and accordingly stamp duty of 2.9% amounting to Rs...../- (Rupees Only) is paid herewith, which shall be borne by the PURCHASER.

SCHEDULE -I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT Property Goa and bounded as under:

North:

South:

East:

West:

SCHEDULE - II

(DESCRIPTION OF THE SAID FLAT)

All that Flat No....., situated on theFloor of the building known as, having super built-up area of sq.mtrs., built up area of..... sq.mts. and sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the SAID PROPERTY more particularly described in Schedule I mentioned herein above situated within the limits of Village Panchayat ofGoa, situated in the village ofGoa. The said Flat No....., alongwith the allotted Stilt parking bearing parking No. shall consists ofbedroom, kitchen, living room, toilet cum bathroom, which SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto.

SCHEDULE – III
(BRIEF DESCRIPTION AND SPECIFICATION SEMI FURNISHED FLATS/UNITS)
.....

SCHEDULE-IV
PAYMENT SCHEDULE

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

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the date
aforementioned in the presence of the undersigned witnesses.

SIGNED, SEALED AND DELIVERED

by the within named the “OWNER/BUILDER/VENDOR”

RAJDEEP BUILDERS, through Proprietor

Mr. for self & as Attorney holder

for CONFIRMING PARTY

L. H. T. I.

R. H. T. I.

SIGNED, SEALED AND DELIVERED

by the within named the PURCHASER

MR.....

L. H. T. I.

R. H. T. I.

WITNESSES:-

1. NAME	:	-
FATHER'S NAME	:	-
AGE	:	-
MARITAL STATUS	:	-
OCCUPATION	:	-
ADDRESS	:	-
SIGNATURE	:	-

2. NAME	:	-
FATHER'S NAME	:	-
AGE	:	-
MARITAL STATUS	:	-
OCCUPATION	:	-
ADDRESS	:	-
SIGNATURE	:	-
