

## **Agreement of Sale**

This Agreement of Sale is made at Mapusa, Sub District of Bardez Taluka, District of North Goa, on this \_\_\_\_\_<sup>th</sup> day of month of \_\_\_\_\_ in the year Two Thousand and Nineteen.

**BETWEEN**

1. (i) **MR.** \_\_\_\_\_, son of late \_\_\_\_\_, married, ----- years of age, business, holder of Pan card no. \_\_\_\_\_, Indian National and ;**herein after referred to as “the Owners” of the one part.**

**AND**

- II. \_\_\_\_\_ **PVT. LTD**, a Private Limited Company incorporated under the Companies Act, 1956 bearing Registration No. \_\_\_\_\_, and having its registered Office at House No-----, Goa, Holding a Pan Card No. -----, and represented by its Directors:-

- (1) **MR.** \_\_\_\_\_, S/o \_\_\_\_\_, \_\_\_\_\_ years of age, married, businessman, Indian National, Holding a Pan Card No. \_\_\_\_\_, Email address – \_\_\_\_\_, Holding Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, and residing at \_\_\_\_\_ and;
- (2) **MR.** \_\_\_\_\_, S/o Mr. \_\_\_\_\_, \_\_\_\_\_ years old, married, businessman, Indian National, Holding a Pan Card No. \_\_\_\_\_, Holding Aadhaar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_ and residing at \_\_\_\_\_ Goa, 403517, **herein after referred to as “the Developers” of the second part.**

**AND**

- III. 1. **MR.** \_\_\_\_\_, son of \_\_\_\_\_, \_\_\_\_\_ years of age,

Married, Business, Indian National, **holder of Pan card bearing No. \_\_\_\_\_**, residing at H. No. \_\_\_\_\_ Goa, Indian National, **Hereinafter referred to as “the Allottee/Purchaser” of the third part.**

All Parties in this Agreement are Indian Nationals.

**AND WHEREAS**, by an Agreement of Sale Cum Development dated \_\_\_\_\_ day of \_\_\_\_\_ 2019 and executed between the Owners and the Developers, The Owners have agreed with the Developers for an Agreement of Sale cum Development of an immovable property, admeasuring \_\_\_\_\_ sq. mts., and bearing Survey No. \_\_\_\_\_, at \_\_\_\_\_, Village of \_\_\_\_\_, Bardez, Goa which is more particularly described in the Schedule-I here under written, herein after referred to as “the **SAID LAND**”.

**AND WHEREAS**, the project \_\_\_\_\_, is being developed in an area admeasuring \_\_\_\_\_sq. mts., only, which forms a part/portion of a larger freehold property, surveyed under \_\_\_\_\_, at \_\_\_\_\_, Village of \_\_\_\_\_, Goa, which is more particularly described in Schedule-II, herein after referred to as the “**PROJECT PLOT**”.

**AND WHEREAS**, there exists an immovable property known as “\_\_\_\_\_”, along with a residential house existing therein bearing V.P. No. - \_\_\_\_\_, situated at Ward - \_\_\_\_\_of Village \_\_\_\_\_, which is within the limits of Village Panchayat of \_\_\_\_\_, Sub District of Bardez Taluka, District of \_\_\_\_\_ Goa, State of Goa, surveyed under survey No. \_\_\_\_\_ of Village \_\_\_\_\_ Survey Records and totally admeasuring \_\_\_\_\_ **sq.mts.** The aforesaid property is not found described in the Land Registration Office of Bardez but is enrolled in the Taluka Revenue Office under matrize no. \_\_\_\_\_ of first circumscription of \_\_\_\_\_. The said

property along with a residential house under survey no. \_\_\_\_\_ hall be herein referred to as **“THE ENTIRE PROPERTY”**.

**AND WHEREAS**, the developers namely, \_\_\_\_\_ Pvt. Ltd. have obtained all the construction approvals in the name of the Owners from the competent authorities and are developing a project consisting of 2 buildings, which is being called “\_\_\_\_\_” within **“THE PROJECT PLOT”**, within the property surveyed under \_\_\_\_\_, and which is situated at ward \_\_\_\_\_, of Village \_\_\_\_\_.

**AND WHEREAS**, the Developers are entitled and authorized to construct two buildings on the said PROJECT PLOT in accordance with the recitals herein above;

**AND WHEREAS**, the Owners are the absolute Owners of the SAID Land and are in possession of the said land;

**AND WHEREAS** the Developers have proposed to construct on the Project Plot only \_\_\_\_ buildings, wherein Block \_\_\_\_\_, has a \_\_\_\_ Floor, \_\_\_\_ Floor and \_\_\_\_ Floor and Block B has a \_\_\_\_ floor, \_\_\_\_ Floor, \_\_\_\_ Floor.

**AND WHEREAS** the Developers has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS**, the Developers has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under Act with the Real Estate Regulatory Authority at Panjim, Goa, under No. \_\_\_\_\_;

**AND WHEREAS** the Developers has appointed a structural Engineer for the preparation of the structural design and drawings of the Apartments and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the Apartments.

**AND WHEREAS** the Allottee/Purchaser has agreed to purchase an Apartment bearing number “\_\_\_\_\_”, falling in **Block** “\_\_\_\_\_”, on the \_\_\_\_\_, Located on the \_\_\_\_\_ **Floor**, (herein after referred to as the said “Apartment”) which is being constructed in the development called “\_\_\_\_\_” and is being developed in the property surveyed under \_\_\_\_\_, falling within the limits of Village \_\_\_\_\_, \_\_\_\_\_, Goa in the Project Land, by the Developer;

**AND WHEREAS** on demand from the allottee/ Purchaser, the Developer has given inspection and copies to the allottee/ Purchaser of all the documents of title relating to the Project Plot and the plans, designs and specifications prepared by the Developer’s Architects Messer’s \_\_\_\_\_, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under; and the Allottee/ Purchaser has acknowledged the receipt of the same;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the legal Practitioner of the Developer, or any other relevant revenue record showing the nature of the title of the Developer to the Project Plot on which the Apartments are constructed or are to be constructed have been shown to the Allottee/ Purchaser and the Allottee/ Purchaser after inspecting all the Title documents are completely satisfied with the same;

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been shown to the Allottee/ Purchaser and the Allottee/ Purchaser after inspecting all the plans and layouts of the approval plans are now completely satisfied with the same;

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the Project Plot have been shown to the Allottee/ Purchaser and the Allottee/ Purchaser after inspecting all the approval plans and layouts are now completely satisfied with the same;

**AND WHEREAS** the specifications of the Apartment agreed to be purchased by the Allottee/ Purchaser, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

**AND WHEREAS** the Owners have got all the approvals from the concerned competent authority(s) to the plans, the specifications, elevations sections, and of the said Apartments wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Apartments;

**ANDWHEREAS,** while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Project Plot and the said Apartments and upon due observance and performance of which only the completion or occupancy certificate in respect of the said

Apartments shall be granted by the concerned competent authority;

**AND WHEREAS**, the Developer has accordingly commenced construction of the said Apartment in accordance with the said approved plans;

**AND WHEREAS** the Allottee/ Purchaser has approached the Developer for purchase of an **Apartment No.** “\_\_\_”, which is being constructed in the Project Plot, within the Property surveyed under no. \_\_\_\_\_, and falling within the limits of the Village, \_\_\_\_\_, within the said Project called “\_\_\_\_\_”;

**AND WHEREAS** the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is \_\_\_\_\_ square meters;

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

**AND WHEREAS**, prior to the execution of these presents, the Allottee/ Purchaser has paid to the Developer a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the

Allottee/ Purchaser has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, under section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Apartment with the Allottee/ Purchaser, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/ Purchaser hereby agrees to purchase the said Apartment;



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

1. The Developers shall construct the said Apartments consisting of \_\_\_\_ buildings, wherein Block “\_\_\_\_” has a \_\_\_\_ Floor, \_\_\_\_ Floor and Second Floor and only Block “\_\_\_\_” has a --- floor, \_\_\_\_Floor, Second Floor in the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Developer shall have to obtain prior consent in writing of the Allottee/Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1. a (i) The Allottee/ Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee/ Purchaser, **Apartment No. “\_\_\_\_”** of the type \_\_\_\_**BHK** of carpet area admeasuring \_\_\_\_ **square metres**. The Apartment shall also have an exclusive carpet area of balcony of \_\_\_\_ **square metres**, on the \_\_\_\_ **Floor** in the building Block “\_\_\_\_” (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee/ Purchaser hereby agrees to take from the Developer and the Developer hereby agrees to give to the Allottee/ Purchaser covered **parking bearing No. “\_\_\_”**, situated at **Block “\_\_\_”** being constructed in the stilt area of **Block “\_\_\_”**, within the development called “\_\_\_\_\_”.

1(b) The total aggregate consideration amount for the Apartment including covered car parking spaces is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**.

1(c) The Allottee/ Purchaser has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in the following manner:

i. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement.

ii. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (not exceeding 45% of the total consideration) to be paid to the De on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 60% of the total consideration) to be paid to the Developer on completion of the second Floor slab

iv. Amount of **Rs. -----/- (Rupees \_\_\_\_\_ Only)** (not exceeding 70% of the Total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said apartment is located

- v. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- vi. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the sanitary fittings, staircases, Lift, wells, lobbies upto the floor level of the said Apartment.
- vii. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (not exceeding 85% of the total consideration) to be paid to the Developer 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.
- viii. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said apartment is located.
- ix. Balance Amount of **Rs.-----/- (Rupees \_\_\_\_\_ Only)** against and at the time of handing over of the possession of the apartment to the Allottee/ Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing

over the possession of the Apartment.

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

1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser by the Developer.

1(g) The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days without annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate

Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **Clause 1(a)** of this Agreement.

1(h) The Allottee/Purchaser authorizes the Developer to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding, if any, in his/ her name as the Developer may in its sole discretion deem fit and that the Allottee/Purchaser undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.

1(i) It is hereby mutually agreed between the parties that if the Allottee/Purchaser requests the Developer to make any additions or alterations in the standard internal lay-out of the said unit or to execute any items of work involving changes or enhancements in configuration, design, features, fittings, finishes, materials or other specifications that differ from or are extra to the standard specifications, hereinafter referred to “**extra items**” these may be permitted at the discretion of the Developers architects and structural engineers, executed by the Developers agents/ workmen and supervised by the Developers architects. The Allottee/Purchaser shall pay for these extra items upon receiving the Developers bill of charges for the same.

- 2.1 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans

or thereafter and shall, before handing over possession of the Apartment to the Allottee/Purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Developer as well as the Allottee/Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the apartment to the Allottee/Purchaser and the common areas to the association of the allottees/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees/Purchasers have paid all the consideration and other sums due and payable to the Developers as per the agreement Similarly, the Allottee/Purchaser shall make timely payments of the instalment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer, as provided in **clause 1(c)** herein above. ("Payment Plan").
3. The Developer hereby declares that the Floor Area Ratio available as on date in respect of the project land is \_\_\_\_\_ square meters only and Developer has planned to utilize Floor area ratio of NIL by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of \_\_\_\_\_ Sq. mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer by utilizing the proposed FSI

and on the understanding that the declared proposed FSI shall belong to Developer only.

- 4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the apartment to the Allottee/Purchaser, the Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession. The Allottee/Purchaser agrees to pay to the Developer, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee/Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s)/Purchaser to the Developer.
- 4.2 Without prejudice to the right of Developer to charge interest in terms of sub **clause 4.1** above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/purchaser to the Developer under this Agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/Purchaser committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the allottee/purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/Purchaser, only after the Developer has sourced another client for the same apartment (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer).the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser to the Developer and the Developer shall not be liable to pay to the Allottee/Purchaser any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with are to be mentioned by the Developer in the said building and the Apartment as are set out in the specifications list annexed hereto.
6. The Developer shall give possession of the Apartment to the Allottee/Purchaser on or before \_\_\_\_\_. If the Developer fails or neglects to give possession of the Apartment to the Allottee/Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of



(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession, The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the apartment, to the Allottee/Purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer shall give possession of the apartment to the Allottee/Purchaser. The Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developer or association of allottees/purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Allottee/purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee/purchase to take Possession of apartment upon receiving a written intimation from the Developer as per **clause 7.1**, the Allottee/Purchaser shall take possession of the apartment from the Developer by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer shall give possession of the apartment to the

allottee/purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in **clause 7.2**, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

- 7.4 If within a period of three years from the date of handing over the Apartment to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Developer any structural defect in the Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. In case the allottees/purchasers carry out any work within the Apartment after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s, then in such an event the Developer shall not be liable to rectify or pay compensation. But the Developer may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.
8. It is hereby mutually agreed between the parties that after handing over possession, that the Developers shall convey the said unit with the said undivided rights and the right to use the said amenities, in favour of the Allottee/Purchaser on the following conditions.
- a) Each Allottee/Purchaser share of the undivided, impartible rights to the land shall be quantified as a fraction of the area

of his/ her/ their unit to the total plot area of the said property. The deed of conveyance by which the said unit along with undivided rights and the right to use the said amenities shall be conveyed to the Alottee/Purchaser is hereafter called, **“THE SAID SALE DEED”**.

- b) Each of the Alottee/Purchaser and lessees of units to be constructed on the said property shall also have rights to the use and enjoyment of the said development and all the said amenities therein and shall each pay their proportionate share of the common maintenance and management expenses.
  - c) The said undivided rights shall be notional, in that the Alottee/Purchaser on account of the said undivided rights shall lay claims or demands in respect of any specific part or any portion of the said property. The open/ common/ public spaces and areas including passages, pathways, garden areas, swimming pool, and other amenities in the said development shall be for the common use and enjoyment of all occupants of the development, and the Alottee/Purchaser shall have no claim for exclusive use or exclusive enjoyment of any part or portion of such open/ common/ public spaces and areas or of the said amenities.
9. The Allottee/Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. The allottee/Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle.
10. It is hereby mutually agreed between the parties that the Alottee/Purchaser confirms that the Developer shall not be liable to provide in the said Apartment, any items of furniture, furnishing, specifications, fixtures or fittings other than those intended to be provided uniformly to all the Apartments in “\_\_\_\_\_” or other than those items, if any, that have been paid for by the Alottee/Purchaser.

11. The Allottee/ Purchaser along with other allottee(s)s of Apartments in the Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer 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 (Get clients to sign the society formation documents at the time of signing of the Agreement of sale) or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly filling, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee/Purchaser, so as to enable the Developer to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  
12. Within 15 days after notice in writing is given by the Developer to the Allottee/Purchaser that the Apartment is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Apartment/s 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Apartment/s. Until the association of allottees/purchasers is formed and the

maintenance of the said structure of the Apartment/s is transferred to it, the Allottee/purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee/ Purchaser further agrees that till the Allottee's/Purchasers share is so determined the Allottee/ Purchaser shall pay to the Developer provisional monthly contribution of **Rs. \_\_\_\_\_/-** per month towards the maintenance outgoings. The Allottee/Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings upfront, in advance, a lump-sum amount for one entire year (Rs. \_\_\_\_\_/- x 12= Rs. \_\_\_\_\_/-) 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/Purchaser shall be regarded as the default on the part of the Allottee/Purchaser and shall entitle the Developer to charge interest on the dues, in accordance with the terms and conditions contained herein.

13. It is hereby mutually agreed between the parties that on completion of the Apartment and handing over the possession of the same to the Alottee/Purchaser, all the house tax, electricity bills or any other outgoings pertaining to the Apartment shall be paid by the Alottee/Purchaser.
14. It is hereby mutually agreed between the parties that the Developer shall obtain the electricity connection to the said Apartment and the cost for the installation of the Transformer and all other Government charges, meter charges and electricity deposit charges incurred shall be computed and shall be divided proportionately among all the Apartments, corresponding to their respective areas, shall be paid by the Alottee/Purchaser to the Developer, who in turn shall facilitate with the respective Government Department. However the Developer shall not be responsible or will not be liable if the

Electricity department delays in the Erection of transformer/ releasing of electricity connections. The Developer shall obtain water connection for the project which shall be connected to the main sump of the Apartment, however any charges incurred for the water connection shall be done in the similar manner as mentioned above.

15. It is hereby mutually agreed between the parties that the Alottee/Purchaser shall, subject to the other terms and conditions herein, have the right to let, sublet, sell, gift, assign, convey, transfer, mortgage the said Apartment to any person/s of his/ her/ their choice or deal with or dispose of or part with in any manner whatsoever, or assign, underlet or part with as aforesaid his/ her/ their interest under the benefit of this Agreement but only if and only after all the dues payable to the Developer under this Agreement, are fully paid up, and only if and only after the Alottee/Purchaser has rectified any default/s or breach/es of any of the terms, conditions and covenants of this Agreement.
16. It is hereby mutually agreed between the parties that the Alottee/Purchaser of the Apartment, after the total payment of consideration to the Developer shall have the right to lease or gift or convey the said unit to any other third person. However the beneficiary of such conveyance shall be bound by the terms and conditions of the present Agreement.
17. It is hereby mutually agreed between the parties that in the interest of all the Alottees/Purchasers of units in “\_\_\_\_\_” and to better ensure the harmonious and co-operative enjoyment of the said development by all the residents therein, the Alottees/Purchasers agrees to make all the terms, conditions and covenants of the Terms of the present Agreement and the Sale Deed applicable to and binding on the person/s into whosever’s hands the said unit may come. If and

when the Alottees/Purchasers intends to sell/transfer the said unit or give it out on rent, lease and license, etc. all the terms, conditions and covenants of the Terms of the present Agreement and Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed/s or instrument/s agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that these covenants, conditions, rules and regulations are made applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the said unit may come. Accordingly the Developer (represented by the Managing Committee's authorized signatory) shall necessarily and compulsorily be included as a Confirming Party in any such documents, deed/s or instrument/s.

18. It is hereby mutually agreed between the parties that the Central Board of Direct Taxes have notified the new provision of Tax Deducted at Source ("TDS") on immovable property. The amendment is effective from June 1, 2013. Under the Finance Act 2013, the Alottee/Purchaser of an immovable property (any land or Apartment or flat or building other than agricultural land) costing Rs. 50 lakhs or more is required to pay a withholding tax. The rate at which the tax is to be deducted is 1% of the amount paid. The new provision has been introduced by adding Section 1941A. As the responsibility of deducting TDS on immovable property lies with the Alottee/Purchaser, wherein the Alottee/Purchaser will have to deposit the payment by filling up Form 26QB or "TDS on sale of property" from available at NSDL-TIN website.
19. The Allottee/Purchaser shall on or before delivery of possession of the said Apartment, shall make to the Developer, the following amounts:-

(i) **Rs.----/-** for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) **Rs.\_\_\_\_/-** for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) **Rs.\_\_\_\_\_-/-** for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/Apexbody.

(iv) **Rs.\_\_\_\_/-** for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apexbody.

(v) **Rs.\_\_\_\_\_-/-** For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) **As per actuals** towards deposits of electrical for receiving, transformer and Sub-Station provided in Layout.

(vii)**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as Corpus/ Sinking Fund (Rs. \_\_\_\_\_/- x by \_\_\_\_\_ sq. Mts., the super built-up area of the Apartment), in respect of the Society or Limited Company/ Federation/ Apex Body. The sinking fund will take care of all future major maintenance and renovation works of the project.

20.(a)The Allottee/ Purchaser shall pay to the Developer a sum of **Rs. \_\_\_\_/-** for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and



bye-laws. The Sale Deed draft, Agreement of Sale and other documents shall be prepared and drafted by the Developer solicitors. The Allottee/Purchaser alone shall bear all costs, charges, expenses including stamp duty, registration fees, Service Tax, VAT, TDS if any, legal charges and all other expenses, etc. in connection with or necessary for the execution and registration of the Sale Deed and all other documents executed or required to be executed in respect of the said Apartment and Plot.

- (b) It is hereby mutually agreed between the parties that the Allottee/Purchaser affirms that he/ she/ they have no objection whatsoever to the Developer constructing the other Apartments depicted on the plan annexed hereto and completing the construction and sale/lease/rent of units therein, at the Developer convenience and without any reference or recourse to the Allottee/Purchaser and without having to obtain from the Allottee/Purchaser or his future transferees, any concurrence, consent, permission, authorization or 'no-objection' certificate. The Developers shall have the right to commence/re-commence/proceed with/undertake the construction of the other Apartments at their convenience and in a sequence and time-frame of its own choosing. The Allottee/Purchaser shall not raise any objection to the development, construction, sale/ lease/ rent and management of the other Apartments in the said development by the Developer or their nominees and/or their successors-in-interest. Prior to the execution of the sale deed the Allottee/Purchaser, if called upon to do so, shall furnish to the Developer a notarized Declaration-cum-Letter of Authority reaffirming what is stated hereinabove.

21. At the time of registration of conveyance or Lease of the structure of the Apartment or Apartments, the Allottee/Purchaser shall pay to the Developer, the

Allottees/Purchasers share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Apartment/Apartments. At the time of registration of conveyance or Lease of the project land, the Allottee/Purchaser shall pay to the Developer, the Allottees/Purchaser share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## **22. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Allottee/Purchaser as follows:—

i. The Developer has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Apartments are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said Apartments shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Apartment /s and common areas;

vi. The Developer 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/Purchaser created herein, may prejudicially be affected;

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

viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;

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

x. The Developer has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the project land and/or the Project except those disclosed in the title report.

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

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

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or plot in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the common passages or any other structure within the project and to the plot within which the Apartment is

situated, including entrances of the project in which the Apartment is situated and in case any damage is caused to the plot in which the Apartment is situated or to the Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the project in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. In respect of any violation or breach of the aforesaid provisions, the Allottee/Purchaser agrees to allow the Developer or its nominees/agents access, if required, to the said unit at a pre-appointed time for the purpose of inspection or such other purposes.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation, change in the outside colour scheme of the project, grill work of external doors, windows, French doors in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the project in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns,

beams, walls, slabs or RCC, Pardis, construct or install additional walls, windows, doors, grills, entrances, exits, etc. or excavate the flooring or otherwise alter the internal lay-out of the said unit or the external faces or roof of the said Apartment in any manner whatsoever or other structural members in the Apartment without the prior written permission of the Developer and/or the Society or the Limited Company. The Alottee/Purchaser shall not construct lofts or mezzanine floors or otherwise increase the area of the said Apartment, nor enclose Verandah, front porch or open terrace by glazing, shuttering, walling or grillwork of whatsoever nature.

(v) The Alottee/Purchaser shall not construct, enclose balconies, terraces, erect or place any hedge, grill, barricade, fencing or wall or any structure, enclosure, lean-to, awning, roofing, canopy or signage at/ over/ around in front of any doorways, entrances, windows, external walls etc. of the said unit or above/ over/ around any part or portion of the sundeck, garden area and common areas of “\_\_\_\_\_”. The Alottee/Purchaser shall not construct any structure shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/ cement/ wood/ metal, other than that provided/ approved by the Owners/ vendors/ Developers.

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

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

(viii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the project in which the Apartment is situated.

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

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

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

taxes, expenses or other out-goings in accordance with the terms of this Agreement.

24. The Alottee/Purchaser shall bear in proportion to the area of the said unit, all expenses of periodic maintenance of the common areas and exterior painting, white washing, retiling, waterproofing, cleaning, etc., and expenses on any common equipment/ infrastructure/ services such as maintenance and replacement of pumps, and other equipment's, common electrical lines and fittings in corridors, passages and other common areas, maintenance of lifts, maintenance of lawns, plants, gardens, water supply by tankers, etc., expenses on security guards, manager and other estate staff/ personnel. The Alottee/Purchaser shall proportionately bear and pay periodic increases if any, in the local taxes, water charges, insurance and such other levies imposed by the concerned local authority and/or government and/or other public authority. The Alottee/Purchaser shall not claim exemption/ rebate/ reduction of any expenses on the grounds of non-use by the Alottee/Purchaser of these common facilities, amenities, utilities, etc. or on the grounds of non-occupancy of the unit by the Alottee/Purchaser for any length of time.

(i) The Alottee/Purchaser shall observe and perform all the Rules and Regulations of the Developer and all additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said development and for the observance and performance of the rules, regulations and bye-laws of the local authority/ Government and other public bodies. The Alottee/Purchaser shall also observe and perform all the covenants and conditions laid down by the Developer regarding the occupation and use and transfer of the said unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other



outgoings in accordance with the terms of this present Agreement.

(ii) The Alottee/Purchaser shall permit the Developer or their workmen/ agents access at any reasonable time to the said unit if required for the purpose of repairing any part of the said Apartment/ plot housing the said Apartment and/ or for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in good order and condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences belonging to or serving or served or used for the said unit/ building/s and the said development and also for the purpose of laying, maintaining repairing and testing drainage, water and other pipes, wires, cables or for similar other purposes.

(iii) The said Apartment shall be utilized purely for residential purposes. The common, open parking spaces if any, for cars and two-wheelers are not intended to be physically allocated or specified to individual Apartment and shall be used only for parking of vehicles. Any pets that are likely to cause noise, nuisance or danger to the other residents in the said development shall not be kept in or brought into the said unit or development. No unit owner/ lessee shall cause any nuisance, noise and annoyance or disturb the peace, quite and enjoyment of the said development by the owners/lessees/occupiers of the other units.

(iv) The Alottee/Purchaser shall co-operate with the other owners/ lessees and with the Developer to ensure that any renting/ letting of units in “\_\_\_\_\_” is properly regulated so that guests, visitors and other outsiders do not cause any nuisance, noise and annoyance or disturb the peace and quiet and the peaceful enjoyment of the “\_\_\_\_\_” by the owners/ lessees/ occupiers. The Alottee/Purchaser shall

comply with all the regulations of the concerned authorities in respect of any renting/ letting of the said unit including compliance with Registration of Foreigners Rules and other applicable laws and in each case the Alottee/Purchaser shall lodge a copy of the Form 'C' with the Developer. The Alottee/Purchaser agrees that the Developer shall frame appropriate rules in order to control and regulate access to "\_\_\_\_\_ " by tenants, guests, visitors and outsiders in order to maintain the security and sub serve the other purposes as aforesaid.

(v) The Alottee/Purchaser shall not construct, erect or place any hedge, grill, barricade, fencing, wall, structure, obstacle, enclosure, lean-to awning, roofing, canopy, advertisement or other signage, etc./at/over/around/ in front of any doorways, entrances and windows of the said unit or in/above/over/ around the sundeck, (if any), open terraces, porches, driveways, pathways, parking spaces or gardens.

(vi) The Alottee/ Purchaser indemnifies and keeps the Developer forever indemnified at all times against all actions, proceedings, claims, loss, damage, cost and expenses which may be brought on account of and occasioned by any accident or injury to the Alottee/ Purchaser or his/her/their representative/s or any person/s visiting the construction site on behalf of the Alottee/ Purchaser or during any visit/s to the said property during the period when the development is still under construction as the Alottee/ Purchaser and the aforementioned persons shall be entering the construction site at their own risk. The Alottee/ Purchaser indemnifies and keeps the Developer forever indemnified against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Alottee/ Purchaser or his/her/their representative/s or any person/s visiting the

Alottee/Purchaser or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Alottee/Purchaser, before or after taking possession of the said unit and during the occupation, use and enjoyment of the estate, the common areas, gardens, and other amenities. The swimming pools if built are not intended to be provided nor shall be provided with lifeguard services.

(vii) The Alottee/Purchaser shall not be entitled to claim or apply in the revenue/ Civil Court for partition or sub-division of his/ her/ their undivided rights in the said property, it being agreed and declared by the Alottee/Purchaser that his/her/ their interest and share in the said property is and shall always remain joint, undivided, impartitionable and indivisible.

(viii) On completion of the construction, the Developer shall have the right to install/display a plaque of maximum size of 1 sq. mt. at the entrance of the said development with the following inscription “\_\_\_\_\_”. The Developer shall have the right to display two other signboards of 0.5 sq. mts. on the outside wall/s of the said development publicizing their brand name and contact details. The Developer or any of its members shall not remove or subscribe to the removal of these signboards even after the handover date.

(ix) Until the Developer have completed the construction of all the buildings/ units in the said development, no sale Deed shall be executed and registered in respect of the units therein:

(x) The Alottee/Purchaser and all person/s claiming through or under him/her/their, they shall not request, demand, or apply for mutation of land or survey or revenue records of the said property.

25. It is hereby mutually agreed between the parties that if the Allottee/Purchaser intends to sell the Apartment before the completion of the project than the Allottee/Purchaser will have to sell it to the Developers only, after the possession the purchaser is free to sell the Apartment to anyone.
26. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/Purchaser as sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Apartment and plot along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Developer until sold/ allotted.
28. **DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**  
After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser who has taken or agreed to take such apartment.
29. **BINDING EFFECT**  
Forwarding this Agreement to the Allottee/Purchaser by the

Developer does not create a binding obligation on the part of the Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar/ Notary as and when intimated by the Developer. If the Allottee(s)/Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar/ Notary for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

**30. ENTIRE AGREEMENT**

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

**31. RIGHT TO AMEND**

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

**32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

**33. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee(s)/Purchaser in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees/purchaser.

**35. 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.

**36. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee/Purchaser, after the Agreement is duly executed by the Allottee/Purchaser and the Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar/Notary. Thereafter this Agreement shall be deemed to have been executed.

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

**Name of Allottee** :MR. \_\_\_\_\_.  
**Allottee's Address** :

**Notified Email ID** : \_\_\_\_\_.

**M/s. Developer name** : \_\_\_\_\_ **PVT. LTD** represented  
by its Directors: Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_

**Developer Address** : \_\_\_\_\_,  
\_\_\_\_\_, Goa

**Notified Email ID** : \_\_\_\_\_.

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

**38. JOINT ALLOTTEES**

That in case there are Joint Allottees/Purchaser all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/Purchasers.

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

40. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**41. GOVERNINGLAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.



43. It is hereby mutually agreed between the parties that the Alottee/Purchaser shall use the said Apartment as a Residential Apartment.
44. It is hereby mutually agreed between the parties that the possession of the said Apartment has not yet been given.

## SCHEDULE-I

All that immoveable property known as “ \_\_\_\_\_ ”, **situated** at Ward \_\_\_\_\_ of Village \_\_\_\_\_, which is within the limits of Village Panchayat of \_\_\_\_\_, Sub District of \_\_\_\_\_ Taluka, District of North Goa, State of Goa, surveyed under survey No. \_\_\_\_\_ of Village \_\_\_\_\_ Survey Records and totally admeasuring \_\_\_\_\_ **sq.mts**. The aforesaid property is not found described in the Land Registration Office of Bardez but is enrolled in the Taluka Revenue Office under matríz no. \_\_\_\_\_ of first circumscription of \_\_\_\_\_ and is bounded as under:

North: By \_\_\_\_\_;

South: By \_\_\_\_\_;

East: Partly by \_\_\_\_\_;

West: By \_\_\_\_\_;

## Schedule II

All that western portion, admeasuring \_\_\_\_\_ sq.mts. which forms a part and parcel of a larger freehold property described in Schedule – I and which is a subject matter of this present Agreement of Sale. The said western portion, admeasuring \_\_\_\_\_ sq.mts. is bounded as under:

North: By \_\_\_\_\_;

South: By \_\_\_\_\_;

East: Partly by \_\_\_\_\_;

West: By \_\_\_\_\_;

## SCHEDULE III

### (Description of said Apartment)

The said Apartment is a \_\_\_\_ bedroom, bearing Apartment No. “\_\_\_\_”, built in Block “\_\_\_\_” on the \_\_\_\_ **FLOOR** in the said development “\_\_\_\_\_” with the internal and external layout indicated in the plan attached. The said Apartment shall have having a total super built-up area of \_\_\_\_ **sq.mts**, (carpet area \_\_\_\_\_ sq.mts)

**SCHEDULE-III**

**MODE OF PAYMENT**

**SCHEDULE IV**

(Standard Specifications)

**SCHEDULE- V**

(Standard Amenities and Features of the said Apartment)

**SCHEDULE- VI**

(Project Layout Plan)

**SCHEDULE- VII**

(Apartment Layout Plan of Block “\_\_\_\_”, Apartment No. “\_\_\_\_”)

**SCHEDULE- VIII**

**(Parking Layout Plan)**

**Parking slot No. \_\_\_\_.**



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

**SIGNED, EXECUTED AND DELIVERED**  
by within named **OWNER**

\_\_\_\_\_

**MR.** \_\_\_\_\_

<u>Left Hand Fingers</u> <u>Impression</u>	<u>Right Hand Fingers</u> <u>Impression</u>

**SIGNED, EXECUTED AND DELIVERED**

**by within named DEVELOPERS**

\_\_\_\_\_ **PVT. LTD, REPRESENTED  
BY ITS DIRECTORS**

\_\_\_\_\_

**1) MR.** \_\_\_\_\_

<u>Left Hand Fingers Impression</u>	<u>Right Hand Fingers Impression</u>

\_\_\_\_\_

2) MR. \_\_\_\_\_

<u>Left Hand Fingers</u> <u>Impression</u>	<u>Right Hand Fingers</u> <u>Impression</u>



**SIGNED, EXECUTED AND DELIVERED**  
**by the within named PURCHASER**

\_\_\_\_\_

**MR.** \_\_\_\_\_

<b><u>Left Hand Fingers</u></b> <b><u>Impression</u></b>	<b><u>Right Hand Fingers</u></b> <b><u>Impression</u></b>

**IN THE PRESENCE OF WITNESS:**

\_\_\_\_\_

1) MR. \_\_\_\_\_

\_\_\_\_\_

2) MR. \_\_\_\_\_